

# **Exhibit A**



## StockX Terms And Conditions of Use

# StockX Terms and Conditions of Use

Last Updated: March 23, 2022

These are the terms and conditions of use for <https://stockx.com/> ("Site"). The Site is operated by StockX LLC of 1046 Woodward Ave, Detroit, MI 48226 USA ("StockX," "we," "us", or "our") and is a live marketplace that allows users to research, buy and sell certain consumer goods. These Terms and Conditions of Use, our [Marketplace FAQs](#) (the "FAQS"), and all other requirements posted on our websites, all of which are incorporated into these Terms and Conditions of Use by reference and as amended from time to time (collectively, "Terms") describe the terms and conditions on which we provide our websites (the "Sites"), services, data, software, applications (including mobile applications) and tools (collectively "Services") to you, whether as a guest or a registered user.

If you reside outside of the United States certain country-specific terms may apply to you which are set out in section 30 ("Country-Specific Terms"). The Country-Specific Terms apply to the United Kingdom, Italy, European countries (including France and Germany), Japan and South Korea. The Country-Specific Terms will override the main Terms in the event of any inconsistency between the two.

In these Terms, "you" and "your" refer to (a) you, the individual accessing and/or using the Services, (b) any electronic agent accessing the Sites and/or using the Services on behalf of an individual or business entity, and (c) the business entity on whose behalf an individual or electronic agent is accessing the Sites and/or using the Services.

Your use of the Sites and Services will be subject to these Terms and by using them you agree to be bound by them. These Terms create a legal contract between you and us. Please read them carefully. We will collect and process personal data in accordance with our Privacy Policy <https://stockx.com/privacy>.

By using our Sites and Services, or by clicking to accept these Terms, you accept and agree to be bound and abide by these Terms in full. If you do not agree to these Terms, do not use our Sites or any portion of the Services. For all purposes, the English version of the Terms shall be the original, binding instrument and understanding of the parties. In the event of any conflict between the English version of the Terms and any translation into any other language, the English version shall prevail and control.

These Terms contain provisions that govern how claims between you and us are resolved (see Section 14, Disputes with StockX below). This includes an obligation to arbitrate certain claims through binding and final arbitration, unless you opt out of the arbitration when you sign up with us. Unless you opt out, you will only be permitted to bring claims against us and seek relief on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis. As set out in the Country-Specific Terms, this clause regarding arbitration will not apply to certain

countries.

### 1. Changes to Terms and Policies.

StockX may in our discretion change these Terms (including the FAQs or any policy) at any time, but if we do, we will place a notice on our Site. We may also send you an email and/or notify you by some other means. Changes take effect on the date set out in the Terms. You should view these Terms often to stay informed of any changes that may affect you. YOUR CONTINUED USE OF THE SITE AND/OR SERVICES AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY OF THE CHANGES, YOU MUST CANCEL YOUR ACCOUNT AND NOT USE ANY PORTION OF THE SERVICES.

The version of these Terms posted on our Sites on each respective date you visit the Sites will be the Terms applicable to your access and use of the Services on that date. Our electronically or otherwise properly stored copies of these Terms and the Privacy Policy shall be deemed to be the true, complete, valid, and authentic copies of the version of the Terms and the Privacy Policy that were in force on each respective date you visited the Sites. We reserve the right to terminate these Terms, or to refuse, restrict, or discontinue access to or use of the Services (or any portions, components, or features thereof) to you or any other person or entity, if you are in breach of the Terms or for any reason or for no reason whatsoever, at any time, without notice or liability.

### 2. About StockX Live Marketplace.

The Site and Services are intended for use only by persons who are at least 18 years of age. By using the Site and Services you confirm that you meet this requirement and that, if you are under the age of 18, you have received permission from your parent or guardian before using the Site and Services.

StockX allows third party sellers to list and sell their products in a live marketplace on the Site and Services. Sellers' products will be made available for sale on all of our Sites and mobile applications. Buyers and sellers must create an account to purchase or sell items on the StockX platform (see Section 3). Buyers and sellers can delete or deactivate their account by following the options available on our [FAQ](#) page, as updated from time to time.

- **Matching:** Buyer may place bids, and seller may place asks on the platform for specific items. If a seller uses the StockX platform to place an item for a fixed or minimum price, the seller makes a binding offer to conclude a contract for this item at this fixed or minimum price. If a buyer uses the StockX platform to place a bid offering a fixed or maximum price for a specific item, the buyer makes a binding offer to conclude a contract for this item at this fixed or maximum price.
- **Buy now:** The seller may also activate the "buy now" function. If the buyer uses the "buy now" feature, which will attempt to automatically match a buyer with a seller at the lowest overall ask price, the contract will be concluded at the moment where the buyer clicks on the "Buy now" button and the transaction is successfully completed.
- **Sell now:** If the seller uses the "sell now" feature, which will attempt to automatically match a seller with a buyer at the highest bid, the contract will be concluded at the moment where the seller clicks on the "Sell now" button and the transaction is successfully completed.

In these scenarios the contract is concluded between buyer and seller under the condition that the article's authenticity is approved by StockX.

A further description of the live marketplace process and the rules applicable to buyers and sellers is available on our [FAQ](#) page, as updated from time to time. While StockX as the platform provider helps facilitate transactions that are carried out on the StockX platform, StockX is neither the buyer nor the seller of the seller's products. StockX provides a venue for sellers and buyers to negotiate and complete transactions. Accordingly, the contract formed at the completion of a sale for these third party products is solely between the buyer and seller. Although StockX might provide historical pricing data to the buyer and seller, we do not set prices for the items and StockX is not an auctioneer.

StockX acts as a commercial agent to conclude the sale on behalf of each buyer and seller involved in each transaction. Because sellers set prices, they may be higher than retail value of the products sold on our Site. Any item valuations displayed through the Services are estimates only. StockX does not guarantee that any item will sell. StockX reserves the right to investigate complaints and violations of these Terms and, to the extent permitted by applicable law, may take any actions we deem appropriate, including

suspending a buyer or seller account and charging your payment method for costs we incur as a result of the violation. Although the Services are anonymous and we generally do not share your information with other buyers and sellers, we may share your information with law enforcement and professional advisers under an obligation of confidentiality as part of an investigation related to any alleged violation of law or these Terms in accordance with our [Privacy Policy](#), and we may respond to all inquiries initiated by law enforcement or other governmental agencies.

The Services are accessible to certain international sellers and buyers. StockX may provide access to certain features and tools to international sellers and buyers, such as estimated local currency conversion and integrated international shipping, customs and tax tools. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

### 3. Accounts, Passwords, and Security.

To view or browse the live marketplace, you must create an account using an email address and password or other account creation tools offered on the Services, such as a social media account. To offer items for sale ("Ask") or offer to purchase items ("Bid"), you must create an account and have a valid credit card or other approved payment method on file with our third-party payment processors. You agree that we may charge your credit card or other payment method for amounts you owe as described in these terms, as well as any costs or losses arising from your violation of the Terms. When you register to create an account with us, you agree to provide accurate information about yourself and must not register under a false name or age or use an unauthorized payment method. If you use any Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify StockX immediately upon learning of any unauthorized use of your account or password, or any other unauthorized access or breach of security. However, you may be held liable for losses incurred by StockX or any other person or entity due to another person using your account or password. You may not use any other user's account or password at any time without the express permission and consent of the holder of that account or password. You may not transfer or assign your account.

### 4. Fees, Promotional/Discount Codes and Taxes.

Fees for the Services, including applicable shipping fees, are described in our [FAQ](#), as updated from time to time. StockX may sometimes furnish an alphanumeric code that can be used for promotions or discounts for purchases on our sites. These promotional or discount codes may be sent via email to our registered users, presented on our Sites or circulated at events and through other means and, are subject to applicable promotional or discount terms. As a seller you are responsible and agree to collect, pay, report and remit any and all local, state, provincial, federal, or international taxes (including VAT and sales tax) that may be due by you with respect to your sales transaction, and as a buyer you agree to pay any and all local, state, federal, or international taxes (including sales taxes) that may be due by you with respect to your purchase transaction. You agree that StockX is not responsible for reporting, collection or payment of any taxes on your behalf except for jurisdictions where StockX is required as a marketplace facilitator. In accordance with the Privacy Policy and only to the extent necessary to complete a transaction, you agree to provide StockX with all relevant tax information which StockX may provide to any tax authority in connection with payments you receive from us and where applicable further authorize StockX to release that information to such tax authority or other competent governmental body. Your account may be suspended for failure to provide StockX with all relevant tax information to support filings to the appropriate tax authority.

### 5. Authentication; Shipping and Handling.

As part of the purchase transaction, the seller will ship the item to StockX and StockX will visually inspect the item and use commercially reasonable efforts to confirm it is authentic and meets our condition standards. If StockX determines the item is authentic and meets our condition standards, StockX will ship the item to the buyer. If StockX cannot reasonably confirm the authenticity of the item or determines it is not authentic or does not meet our condition standards, then we will notify the buyer and the seller that the item has not passed authentication and will issue a refund to the buyer. Additionally, StockX has the right to reject any item for any reason, including but not limited to, authenticity, failure to meet our condition standards, or damage of the item. StockX policy requires sellers to ship items within the specified timeframe provided in the sale confirmation email after purchase. However, because StockX cannot control the amount of time it takes for the item to reach StockX, we cannot guarantee a specific delivery



timeframe for any items and therefore, buyer is not permitted to cancel the purchase if the item does not ship from the seller within the specified timeframe in the sale confirmation email after purchase. Once we receive the item from the seller it generally takes 1-2 business days for us to authenticate the item and ship it to a buyer. If a buyer does not receive an item, the buyer shall promptly report the issue to StockX within 2 days of the latest estimated delivery date. StockX has the right, in our sole and absolute discretion to refuse to accept returns or other refunds and/or to charge restocking fees for returned or abandoned items. If a buyer or seller refuses to accept delivery of a package sent to his/her address on file, StockX will consider the property abandoned after thirty (30) days and may charge the buyer or seller StockX's reasonable expenses incurred due to such refusal to accept delivery.

#### **6. Counterfeits, Fraud, and Market Manipulation.**

StockX takes counterfeiting, fraud and market manipulation very seriously. If a seller provides a counterfeit item or attempts to defraud any buyer or StockX, StockX reserves the right to do any or all of the following, in its sole discretion: (i) remove any or all of seller's listings from the Services; (ii) cancel any or all of seller's orders pending through the Services; (iii) withhold any payments due to seller; (iv) place limits on seller's buying and selling privileges; (v) charge seller's payment method for costs, expenses and fees incurred by StockX as a result of seller's action or inaction, including charging seller for the cost of replacement items, the value of coupons and gift certificates provided to the buyer, reprinting fees incurred by StockX, rerouting charges imposed by carriers, and refunds to the buyer; (vi) ship the item back to the seller at the seller's cost (including any customs and duties amounts incurred by StockX); (vii) provide the counterfeit items to law enforcement or destroy the counterfeit items, (viii) temporarily or permanently suspend seller's account, and (ix) charge seller's payment method a minimum of \$15.00 USD or an amount up to 15% of the transaction amount, in StockX's sole discretion, as a service fee. Seller hereby agrees that each of the foregoing remedies are reasonable and justified upon StockX's discovery of counterfeit items or fraudulent actions, even if those items or actions were not known by the Seller at the time to be counterfeit or fraudulent (e.g., negligent fraud). Seller understands and agrees that if we provide the counterfeit item to law enforcement, seller's communications and any property claim with respect to that item must be solely with that law enforcement agency and not with us. We may also use fraud protection measures, including algorithms and automated systems to monitor for fraud, which might result in cancellation of listings or sales or account suspension. If this occurs in error please contact us at <https://help.stockx.com>. We may also require additional identification information from you if you engage in certain high-value transactions or high overall payment volumes through StockX.

If a buyer receives an item that it believes to be counterfeit, the buyer must notify StockX in writing within 3 days after receiving the item, and we will commence an investigation into the item. The buyer shall cooperate with us in the investigation and final disposition of the item, including providing photographs and other evidence of the item, providing the item to law enforcement, destroying the item, or delivering the item back to us, at our direction. If we elect to have the buyer destroy the item, the buyer shall provide reasonable proof of destruction to us. We will refund all fees and costs paid by the buyer for the item (including shipping and handling). In no event may a buyer resell any item (on StockX or elsewhere) that is reasonably believed to be counterfeit.

StockX may monitor the integrity of the StockX marketplace and may take steps to protect the marketplace as determined by StockX in its sole discretion (e.g., if StockX believes a seller or buyer is engaging in market manipulation or fraud, including creating false or "dummy" accounts). If StockX believes that a seller or buyer attempts to interfere with the free and fair operation of the StockX marketplace, or creates artificial, false or misleading information, or information appearing to mislead with respect to pricing or demand for a product on the StockX marketplace (all of the foregoing in StockX's sole discretion), then, without limiting any other rights of StockX, StockX reserves the right to do any or all of the following, in its sole discretion: (i) remove any or all of the user's listings from the Services; (ii) cancel any or all of the user's orders pending through the Services; (iii) withhold any payments due to the user; (iv) place limits on a user's buying and selling privileges; (v) charge user's credit card for costs, expenses and fees incurred by StockX as a result of the user's actions; (vi) notify law enforcement of the fraudulent activity; (vii) temporarily or permanently suspend the user's account, and (viii) charge the user's credit card an additional service fee of up to \$1,000 to cover StockX's investigation fees and other related costs and expenses.

#### **7. Seller Obligations.**

By listing an item for sale (each posting, a "New Ask"), you are making a binding offer to sell that specific item to a buyer who purchases the item for the Ask price you have specified and to ship the item in accordance with our [FAQ](#) as updated from time to time. When a buyer accepts your offer by purchasing

your item through our Services, you are contractually and legally bound to deliver that exact item for the specified price. SELLERS MUST SHIP items via the shipping carrier designated by StockX within the specified timeframe provided in the sale confirmation email and must obtain a receipt from the shipping carrier to verify shipment of item. Sellers must ship an item sold on our Sites from the country listed as your address on file (e.g., if your address on file is located in the United States, you cannot use the shipping label provided to you to ship the item from Canada). StockX will provide you with a shipping label with such carrier after your Ask is matched by a buyer. You are obligated to monitor your inventory and ensure all listings are accurate. Once a Bid and Ask are matched, under no circumstances may a seller cancel the listing. Failure to fulfill your orders will result in additional charges to you, including a minimum of \$15.00 USD, or an amount up to 15% of the transaction amount, in StockX's sole discretion. If a seller fails to deliver items to StockX in accordance with these Terms, StockX reserves the right to do any or all of the following, in its sole discretion: (i) charge seller's payment method a minimum of \$15.00 USD or an amount up to 15% of the transaction amount, in StockX's sole discretion, as a service fee; (ii) remove any or all of seller's listings from the Services; (iii) cancel any or all of seller's orders pending through the Services; (iv) withhold any payments due to seller; (v) place limits on seller's buying and selling privileges; (vi) charge seller's payment method for costs, expenses and fees incurred by StockX as a result of seller's action or inaction, including charging seller for the cost of a replacement, coupons and gift certificates provided to the buyer, reprinting fees incurred by StockX, rerouting charges imposed by carriers, and refunds to the buyer; and (vii) temporarily or permanently suspend seller's account.

As a seller, you are required to ensure that the item you are listing exactly matches the image on the New Ask page and meets the applicable Condition Standard. If StockX or a buyer reasonably determines that your item does not conform to the description (including, without limitation, meeting the applicable Condition Standard), or is counterfeit, then, in StockX's sole discretion, we will charge your payment method a minimum of \$15.00 USD or an amount up to 15% of the transaction amount, as a service fee, plus additional amounts or, as determined in StockX's discretion, charging you for the cost of a replacement, coupons and gift certificates provided to the buyer, reprinting fees incurred by StockX, rerouting charges imposed by carriers, and refunds to the buyer. StockX has no obligation to return items to a seller that do not conform to the description (including, without limitation, meeting the applicable Condition Standard), or are counterfeit (in which case, StockX may turn those items over to the proper authorities) at your cost. StockX will pay you within a reasonable amount of time following completion of the sale, which occurs when the buyer receives the item. To get paid more quickly, ship your items immediately after your Ask is matched by a buyer. To see the fees applicable to sales transactions, please refer to the New Ask window where your Ask price is entered. You will also receive fee information via email notification when an Ask goes live, is updated, or a sale occurs.

StockX is acting solely as an intermediary between the sellers and the buyers. We do not assume any liability regarding the proper performance of the purchase agreement you may conclude with a buyer through the platform, except for StockX's specific Services described in Section 2 of these Terms and Conditions. Professional sellers must comply with all laws and regulations applicable to the sale of their products on StockX's live marketplace.

## 8. Buyer Obligations.

A buyer may place a Bid on an item for sale through the Services. When a Bid matches an Ask, the buyer is obligated to pay for that item. WHEN YOU PLACE A BID, YOU ARE COMMITTING TO PURCHASE THE ITEM AS SOON AS YOUR BID MATCHES A SELLER'S ASK PRICE AND YOU ACKNOWLEDGE THAT PAYMENT OF THE ASK PRICE WILL BE TAKEN FROM YOUR PAYMENT METHOD. To be an eligible buyer you must have a billing address and shipping address within one of the countries that StockX supports. You can see a full list of these countries at [Available Countries](#), which may be updated from time to time. If your address is outside the United States, then you will be responsible for picking up your package and for paying all customs, duties, taxes and any other related fees in addition to the international shipping charges; you will be responsible for compliance with all customs requirements on import as required; and, when placing your order, you authorize us to appoint an agent to file the customs declarations on your behalf. In general, we charge your payment method immediately upon purchase and, when the transaction is complete, we pay the seller. You will not receive any interest on the purchase amount while the transaction is being fulfilled. You might be required to pay certain fees as described when placing your Bid, as updated from time to time. If your payment fails or is rejected for any reason (e.g., purchase exceeds credit card limit, card is cancelled, chargeback is requested), StockX reserves the right to do any or all of the following, in its sole discretion: (i) charge buyer's payment method a minimum of \$15.00 USD or an amount up to 15% of

the transaction amount, in StockX's sole discretion, as a service fee; (ii) remove any or all of buyer's Bids from the Services; (iii) cancel any or all of buyer's orders pending through the Services; (iv) withhold refunds or payments due to buyer; (v) place limits on buyer's buying and selling privileges; (vi) charge buyer's payment method for costs, expenses and fees incurred by StockX as a result of buyer's action or inaction; and (vii) temporarily or permanently suspend buyer's account. ALL SALES ARE FINAL ONCE THE ITEM IS AUTHENTICATED AND DELIVERED, AND NO REFUND REQUESTS WILL BE HONORED REGARDLESS OF THE CURRENT VALUE OF THE ITEM. If you experience a problem with your purchase or an item, please contact us at <https://help.stockx.com>. If there is a problem with an item you received, you must contact us in writing within 3 days after receiving the item with a detailed description of the problem. StockX verification tags or stickers that are attached to items must not be removed, or the items will not be eligible for return or exchange under any circumstance (including damage in transit).

## 9. Limitations and Restrictions.

StockX does not provide any guarantee that your items will sell and will not provide any compensation for items that do not sell through our Services. StockX also does not guarantee how long it will take for a listing to appear in the Services after it is posted and is not responsible for unsold items resulting from any listing delays. StockX conducts periodic scheduled maintenance as well as unscheduled emergency maintenance from time to time. During maintenance periods the Services (or portions thereof) may be temporarily unavailable. You must not and will not do any of the following:

- use our Services to solicit sales outside of StockX or to contact any user of the Services;
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Services;
- upload or transmit any message, information, data, text, software or images, or other content that is unlawful, immoral, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- engage in abusive treatment of other users of the Services or any StockX employee;
- create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any StockX representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- use any of the Services' communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- upload or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- violate any applicable local, state, national or international law;
- upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright, or other proprietary rights of any party;
- delete or revise any material posted by any other person or entity;
- register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Services if you are not expressly authorized by such party to do so;
- harvest or otherwise collect information about others, including e-mail addresses;
- use StockX's trademarks without our written permission;
- except to the extent permitted by applicable law (including, in the United States, the Copyright Act 1968 (Cth)), copy, reproduce, reverse engineer, modify, decompile, disassemble or otherwise attempt to derive source code from, create derivative works from, distribute, or publicly display any content (except for your information) or software from our Services without the prior express written permission of StockX and the appropriate third party, as applicable;
- commercialize all or any part of the StockX Services;
- use any modified versions of Services, for any reason whatsoever, without the express written consent of StockX;
- upload or distribute files that contain viruses, Trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- use any robot, spider, scraper, or other automated or manual means to access our Services, or copy any information thereon, for any purpose without our express written permission;



- take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure or otherwise interferes with the functioning of the Services;
- attempt to gain any unauthorized access to the Sites or the Services, including computer systems, software, or networks;
- probe, scan, test the vulnerability of or breach the authentication measures of, the Sites or any related networks or systems;
- bypass our robot exclusion headers, robots.txt rules or any other measures we may use to prevent or restrict access to our Services; or
- do anything else that we determine, in our sole discretion, misuses the Services or otherwise negatively impacts our marketplace.

StockX reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your access and/or account. StockX may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by applicable law, StockX reserves the right at all times to disclose any information as StockX deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in StockX's sole discretion. You also agree to reimburse StockX for any damage, loss, cost or expense StockX incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the Services for any unlawful or prohibited purpose.

#### 10. Intellectual Property.

You acknowledge and agree that (i) our patents, copyrights, trademarks, service marks, trade secrets and other intellectual property (collectively, "Intellectual Property") are our sole property, and (ii) nothing in these Terms shall confer in you any right of ownership or license rights in our Intellectual Property. In addition, you shall not now or in the future contest the validity of our Intellectual Property. Without limiting the previous sentence, the Services, including without limitation all text, graphics, logos, buttons, icons, images, audio clips, and computer programs, are the property of StockX or its licensors or suppliers, and are protected by U.S. and international intellectual property laws (including copyright and trademark laws). The compilation (meaning the collection, arrangement, and assembly) of all content associated with the Services is the exclusive property of StockX and protected by U.S. and international intellectual property (including copyright) law. Any unauthorized reproduction, modification, distribution, transmission, republication, display, or performance of the software or the content through our Services is strictly prohibited.

StockX grants you a personal, non-exclusive, non-transferable, revocable, limited license to use the Sites and the Services solely for your personal or internal use and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the Sites, the Services, or any other content available via the Sites or the Services. All rights not expressly granted to you in these Terms are reserved and retained by StockX.

#### 11. User Content.

If you provide us with any text, graphics, photos or other materials or content ("User Content"), you grant us a non-exclusive, perpetual, transferable, irrevocable, assignable, royalty-free, fully paid up, sub-licensable (through multiple tiers) right and license to use, reproduce, distribute (through multiple tiers), create derivative works from, publicly perform, display, store, digitally perform, make or deliver digital audio transmissions, encode, transcode, publish (online, through the Services, on any other website(s), as well as through mobile channels, and offline, in print, radio, television or elsewhere), make, have made, sell, offer for sale, import and commercialize User Content, or any portion thereof, in any manner and context, in any way, in any and all media now known or hereinafter developed and on any device(s), whether or not portable, wired, or wireless, without limitation, throughout the universe. You further agree to waive your right to be identified as the author of User Content and your right to object to derogatory use or treatment of such User Content. If StockX does decide, in its sole discretion, to attribute User Content to you, you hereby grant StockX the right to use your name (and/or any user name), image, likeness, and/or photo with respect to such attribution, and you waive any claims (including, without limitation, any privacy or publicity



rights claims) with respect to such use of your name, image, likeness and/or photos. You hereby agree to waive all claims of moral rights associated with being the author of User Content, and to consent to StockX doing all acts that would otherwise constitute an infringement of your moral rights, as well as waive the right to inspect or approve the finished video, photograph, sound track, web site, advertising copy or printed matter that may be used in conjunction therewith or to the eventual use in any media that it might be applied. The rights you grant above are irrevocable during the entire period of the protection of your intellectual property rights associated with such User Content.

You agree that StockX (i) is not under any obligation, whether of confidentiality, attribution or otherwise, and will not be liable for any use or disclosure of any User Content; (ii) is under no obligation to post, display or otherwise use any User Content; (iii) has no obligation whatsoever to provide you any compensation for the use or display of your User Content or otherwise from the exercise of the rights granted under this Section, even if StockX receives compensation therefrom; (iv) has the right (but not the obligation) to monitor the User Content that you or third parties post, and to alter or remove any such User Content; and (v) has the right to disclose User Content and the circumstances surrounding its transmission to any third party in order to operate the Services, to protect ourselves and third parties, and to comply with legal obligations or governmental requests.

You are prohibited from posting any libelous, obscene, defamatory, pornographic, or other materials that would violate any laws. You shall be solely responsible for your own User Content and the consequences of posting or publishing it.

You represent and warrant that any information you provide to us, to other users, or to visitors, including but not limited to User Content, (a) is not false, inaccurate, misleading, obscene or defamatory; (b) is not fraudulent; (c) doesn't involve the sale of counterfeit or stolen items; (d) doesn't infringe any third party's copyright, patent, trademark, trade secret, rights of publicity or privacy, or other right; (e) is yours or you have the necessary licenses, rights, consents, and permissions to such information and to grant the rights and licenses to StockX under all patent, trademark, trade secret, copyright or other proprietary or intellectual property rights in and to any and all such information in the manner contemplated in these Terms; (f) doesn't violate any law, statute, ordinance or regulation, including without limitation those governing consumer protection, unfair competition, anti-discrimination or false advertising; and, (g) doesn't contain any viruses or any programming that is intended to damage, interfere with, intercept or expropriate any system, data or personal information; and (h) is not intended to circumvent or violate the letter and spirit of these Terms and the lawful functioning of StockX's marketplace.

You further represent and warrant that you have the written consent, release, and/or permission of each and every person identified in any information you provide, including but not limited to User Content, to use the name or likeness of such person or, if such persons are minors, the written consent, release, and/or permission of such minor's parent or legal guardian.

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to StockX, you acknowledge and agree that: (a) your Contributions don't contain confidential or proprietary information; (b) StockX isn't under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) StockX shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media now known or later developed and throughout the universe; (d) StockX may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of StockX without any obligation of StockX to you; and (f) StockX is free to use any ideas, concepts, or techniques that you send StockX for any purpose, including but not limited to, developing and marketing products that incorporate such ideas, concepts or techniques; and (g) you aren't entitled to any compensation or reimbursement of any kind from StockX under any circumstances.

## 12. Indemnity.

You shall indemnify, defend and hold StockX and our affiliates and their respective officers, directors, agents and employees harmless from and against all claims, demands, suits or other proceedings, and resulting loss, damage, liability, costs, interest and expenses (including reasonable attorneys' fees) brought by any third party or governmental claim or demand that involves, relates to or concerns (a) your listing or sale of any counterfeit, stolen, or illegal merchandise or goods, (b) your breach of any provision of the Terms (including the NFT Terms and Vault Terms), (c) your improper use of the Services, including any improper use of the Services related to NFTs, the Vault Services, or Stored Items, (d) your violation of any law or the rights of a third party, or (e) federal, state, county, city, or other tax obligation or amounts due or owing under any tax regulation, law, order or decree. We reserve, and you grant to us, the right to assume

exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms.

### 13. Disclaimer of Warranties; Limitations of Liability.

If you are based outside of the United States, please refer to the Country-Specific Terms below.

You covenant not to sue StockX, and agree that you will not hold StockX responsible, for other users' content, actions, or inactions. StockX is a marketplace for consumer goods. You acknowledge that you are buying items from a third party, not StockX. While we may help as your commercial agent facilitate the resolution of disputes, we have no control over and do not guarantee the accuracy, quality, safety, truth, accuracy or legality of User Content, listings, and/or items (including NFTs) listed or sold. If you have a dispute with one or more users, as a buyer or seller, you release and covenant not to sue StockX, its affiliated companies, and our and their respective officers, directors, agents, joint venturers, employees, legal representatives, and suppliers from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. In entering into this release you expressly waive any protections (whether statutory or otherwise – e.g., California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release.

STOCKX AND/OR OUR THIRD PARTY SUPPLIERS OR LICENSORS DO NOT REPRESENT, WARRANT OR COVENANT THAT THE SYSTEM AND THE SERVICES, INCLUDING THE VAULT SERVICES AND NFTS, ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM, THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SYSTEM AND SERVICES, INCLUDING THE VAULT SERVICES AND NFTS, ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. STOCKX PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE SYSTEM AND THE SERVICES WITHOUT NOTICE. FURTHER, STOCKX ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SYSTEM OR THE SERVICES, INCLUDING THE VAULT SERVICES AND NFTS. STOCKX SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE SYSTEM OR THE SERVICES, INCLUDING THE VAULT SERVICES AND NFTS.

YOU AGREE THAT YOU ARE MAKING USE OF OUR SERVICES, INCLUDING THE VAULT SERVICES AND NFTS, AT YOUR OWN RISK, AND THAT THE SERVICES ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. STOCKX (INCLUDING OF ANY OF ITS SERVICE PROVIDERS AND LICENSORS) MAKES NO WARRANTY OR GUARANTIES OF ANY KIND WITH RESPECT TO OUR SERVICES, ANY ITEMS (INCLUDING STORED ITEMS), NFTS, ANY USER CONTENT, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL EXPRESS OR IMPLIED WARRANTIES, TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, STOCKX (INCLUDING OUR AFFILIATED COMPANIES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, LEGAL REPRESENTATIVES, AND SUPPLIERS) ARE NOT LIABLE, AND YOU AGREE NOT TO HOLD STOCKX RESPONSIBLE, FOR ANY DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF MONEY, GOODWILL OR REPUTATION, PROFITS, OR OTHER INTANGIBLE LOSSES OR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES) RESULTING DIRECTLY OR INDIRECTLY FROM (A) THE USER CONTENT YOU PROVIDE USING THE SERVICES, OR CONTENT OF THIRD PARTIES (B) YOUR ACCESS TO, USE OF, INABILITY TO ACCESS OR USE THE SERVICES, OR RELIANCE ON THE SERVICES (INCLUDING THE VAULT SERVICES AND NFTS); (C) PRICING, SHIPPING, FORMAT, OR OTHER GUIDANCE PROVIDED BY STOCKX, (D) DELAYS OR DISRUPTIONS IN OUR SERVICES, (E) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR SERVICES OR THOSE OF ANY SITE, SERVICES, OR TOOLS LINKED TO OUR SERVICES; (F) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN OUR SERVICES, (G) DAMAGE TO YOUR HARDWARE DEVICE FROM THE USE OF ANY SERVICE, (H) THE CONTENT, ACTIONS, OR INACTIONS OF THIRD PARTIES, INCLUDING ITEMS LISTED USING OUR

SERVICES OR THE DESTRUCTION OF ALLEGEDLY FAKE ITEMS, (I) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR ACCOUNT, (J) THE DURATION OR MANNER IN WHICH ITEMS YOU LIST APPEAR ON THE SERVICES, OR (K) YOUR NEED TO MODIFY PRACTICES, CONTENT OR BEHAVIOR, OR YOUR LOSS OF ABILITY TO DO BUSINESS, AS A RESULT OF CHANGES TO THESE TERMS OR OUR POLICIES. UNDER NO CIRCUMSTANCES SHALL STOCKX, OR ITS AFFILIATED COMPANIES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, LEGAL REPRESENTATIVES, AND SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, AND CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE SERVICES, THE VAULT SERVICES, NFTS, OR ANYTHING DESCRIBED IN THE FOREGOING CLAUSES (A) THROUGH (K) OF THIS PARAGRAPH, OR ANY OTHER CAUSE BEYOND THE CONTROL STOCKX, EVEN IF STOCKX WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE AGGREGATE LIABILITY OF STOCKX, OR ITS AFFILIATED COMPANIES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, LEGAL REPRESENTATIVES, AND SUPPLIERS, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING ANY OF THE FOREGOING, IF STOCKX, ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, OR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF ANY OF THE FOREGOING, IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OR THE SERVICES (INCLUDING IN CONNECTION WITH NFTS, STORED ITEMS, OR THE VAULT SERVICES), STOCKX AND SUCH PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED (A) THE AMOUNT OF FEES IN DISPUTE NOT TO EXCEED THE TOTAL FEES WHICH YOU PAID TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, OR (B) USD \$100.

#### 14. Disputes with StockX.

If you are based outside of the United States, please refer to the Country-Specific Terms below.

You and StockX agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of the Terms or your use of, or access to, the Services, will be resolved in accordance with the provisions set forth in this Section 14. **PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND STOCKX HAVE AGAINST EACH OTHER ARE RESOLVED.**

You agree that, except to the extent inconsistent with the Federal Arbitration Act ("FAA") or preempted by federal law, the laws of the State of Michigan, without regard to principles of conflict of laws, will govern these Terms and any claim or dispute that has arisen or may arise between you and StockX. Legal notices shall be served on StockX's national registered agent (in the case of StockX) or your email address on file with us (in your case). Notice by us to you shall be deemed given twenty-four (24) hours after the email is sent. Alternatively, we may give you legal notice by mail to any physical address you have on file with us. In such case, notice shall be deemed given three (3) days after the date of mailing, regardless of whether any such notice is returned to us. It is your responsibility to keep your contact information updated.

You and StockX each agree that any and all disputes or claims that have arisen or may arise between you and StockX relating in any way to or arising out of the Terms or your use of or access to the Services, shall be resolved exclusively through final and binding arbitration, rather than in court. Alternatively, you may assert your claims in small claims court, if your claims qualify and so long as the matters remains in such court and advances only on an individual (non-class, non-representative) basis. The FAA governs the interpretation and enforcement of this Agreement to Arbitrate.

IN ALL EVENTS, EACH PARTY HEREBY KNOWINGLY, VOLUNTARY AND INTENTIONALLY, WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THESE TERMS OR YOUR USE OF OR ACCESS TO THE



SERVICES. THE PARTIES FURTHER AGREE THAT, IF AND TO THE EXTENT THIS AGREEMENT TO ARBITRATION DOES NOT APPLY TO ANY CLAIM, THAT CLAIM WILL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

a. PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF (THE "CLASS ACTION WAIVER"). YOU AND STOCKX AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. UNLESS BOTH YOU AND STOCKX AGREE OTHERWISE IN A SEPARATE WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER STOCKX USERS. IF A COURT DECIDES THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS PARAGRAPH'S PROHIBITIONS ON CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTIONS OR PROCEEDINGS AS TO ANY CLAIM, THEN THAT CLAIM (AND ONLY THAT CLAIM) MUST BE SEVERED FROM THE ARBITRATION AND RESOLVED IN COURT, SUBJECT TO YOUR AND STOCKX'S RIGHT TO APPEAL THE COURT'S DECISIONS. ALL OTHER CLAIMS WILL BE ARBITRATED.

b. Arbitration Procedures. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. An arbitrator should also apply the Terms as a court would. All issues are for the arbitrator to decide, except that issues relating to the interpretation or enforceability of the CLASS ACTION WAIVER will be resolved by a court of competent jurisdiction. Other than issues related to the CLASS ACTION WAIVER, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement to Arbitrate, any part of it, or of the Terms including, but not limited to, any claim that all or any part of this Agreement to Arbitrate or the Terms is void or voidable.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's Supplementary Rules for Class Arbitrations will not apply. The AAA's rules are available at [www.adr.org/](https://www.adr.org/) or by calling the AAA at 1-800-778-7879. The use of the word "arbitrator" in this provision shall not be construed to prohibit more than one arbitrator from presiding over an arbitration; rather, the AAA's rules will govern the number of arbitrators that may preside over an arbitration conducted under the Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice"), available by contacting us at <https://help.stockx.com>. A Notice to StockX should be sent to 1046 Woodward Ave., Detroit, MI 48226 or via email to [legalsupport@stockx.com](mailto:legalsupport@stockx.com). StockX will send any Notice to you to the physical address we have on file associated with your StockX account; it is your responsibility to keep your physical address up to date. All information called for in the Notice must be provided, including a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and StockX are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or StockX may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's website at [www.adr.org/](https://www.adr.org/). In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send a copy to StockX at the following address: 1046 Woodward Ave., Detroit, MI 48226 attn: Legal Department. In the event StockX initiates arbitration against you, it will send a copy of the completed form to any physical address we have on file associated with your StockX account (or your email address if no physical address is on file). Any settlement offer made by you or StockX shall not be disclosed to the arbitrator.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or StockX may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and StockX subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases

where an in-person hearing is held, you and/or StockX may attend by telephone, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Michigan, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different StockX users, but is bound by rulings in prior arbitrations involving the same StockX user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

c. **Costs of Arbitration.** Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate.

d. **Severability.** With the exception of any of the provisions in the CLASS ACTION WAIVER, if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply.

e. **Opt-Out Procedure.** If you are a new user of our Services, you can choose to reject this Agreement to Arbitrate by notifying us in writing that you opt-out ("Opt-Out Notice"). Your Opt-Out Notice must be postmarked no later than 30 days after the date you accept the Terms for the first time. You must mail your Opt-Out Notice to: StockX LLC, 1046 Woodward Ave., Detroit, MI 48226 attn: Legal Department.

Your Opt-Out Notice should state that you opt-out of this Agreement to Arbitrate and provide your name, address (including street number and address, city, state, and zip code), phone number and the email address(es) used to log in to the StockX account(s) to which the opt-out applies. You must sign and date the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of the Terms will continue to apply. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

f. **Future Amendments to the Agreement to Arbitrate.** Notwithstanding any provision in the User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than a change to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding between you and StockX prior to the effective date of the change. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and StockX. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on <https://www.StockX.com> at least thirty (30) days before the effective date of the amendments and by sending notice via email to your email address on file with us. If you do not agree to the amended terms, you may close your account within the thirty (30) day period and you will not be bound by the amended terms.

## 15. DMCA Notice.

If you're a copyright owner or an agent of a copyright owner and believe that any User Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing StockX's Copyright Agent with the following information in writing, (pursuant to 17 U.S.C. 512(c)(3)):

a. The physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit StockX, the service provider, to locate the material;

d. Information reasonably sufficient to permit StockX to contact you, such as an address, telephone number, and, if available, an email address;

e. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

f. A statement, under penalty of perjury, that the information in the notification is accurate that you're

authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You must provide notice of claimed infringement to StockX's designated Copyright Agent at 1046 Woodward Ave., Detroit, MI 48226, email: [copyright@stock.com](mailto:copyright@stock.com). You acknowledge that if you fail to comply with all of the requirements of this Section, your DMCA notice may not be valid.

If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your User Content, you may send a counter-notice containing the following information to the Copyright Agent at the address(es) listed above:

- i. Your physical or electronic signature;
- ii. Identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- iii. A statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification; and
- iv. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Detroit, Michigan, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by StockX's Copyright Agent, StockX may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the User Content provider, member or user, the removed User Content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the counter-notice, at StockX's sole discretion.

#### 16. Dwolla Accounts.

In order to use the ACH payment functionality of the StockX application, you must open an "Access API" account provided by Dwolla, Inc. ("Dwolla") and you must accept the Dwolla Terms of Service <https://www.dwolla.com/legal/tos/> and Privacy Policy <https://www.dwolla.com/legal/privacy/>. Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the Dwolla Terms of Service. You authorize StockX to share your identity and account data with Dwolla for the purposes of opening and supporting your Dwolla account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through the StockX application, and Dwolla account notifications will be sent by StockX, not Dwolla. StockX will provide customer support for your Dwolla account activity, and can be reached at <https://help.stockx.com>.

#### 17. Hyperwallet Accounts.

In order to use the bank transfer functionality of the StockX application, you must activate an account provided by Hyperwallet Systems Inc. ("Hyperwallet") and you must accept the Hyperwallet Terms of Service <https://www.hyperwallet.com/agreements-terms/> and Privacy Policy <https://www.hyperwallet.com/privacy-policy/>. Any funds held in the Hyperwallet account are held by Hyperwallet's financial institution partners as set out in the Hyperwallet Terms of Service. You authorize StockX to share your identity and account data with Hyperwallet for the purposes of opening and supporting your Hyperwallet account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Hyperwallet account through the StockX account. Hyperwallet account notifications will be sent by Hyperwallet. StockX will provide customer support for your Hyperwallet account activity, and can be reached at <https://help.stockx.com>.

#### 18. Electronic Communications.

When you use the Services, or send e-mails, text messages, and other communications from your computer or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such



electronic communication. When signing up for the Services, you will receive a welcome message and instructions on how to stop receiving messages. By signing up for the Services and providing us with your wireless number, you confirm that you want StockX to send you information that we think may be of interest to you, which may include StockX using automated dialing technology to text you at the wireless number you provided, and you agree to receive communications from StockX, and you represent and warrant that each person you register for the Services or for whom you provide a wireless phone number has consented to receive communications from StockX. You agree to indemnify and hold StockX harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing.

#### **19. Typographical Errors.**

The Sites and the Services could include technical inaccuracies or typographical errors. StockX shall have no liability in connection with any such inaccuracies or errors, nor shall StockX have any obligation to identify and/or correct any such inaccuracies or errors.

#### **20. Links to Other Websites.**

For your convenience, certain hyperlinks may be provided on the Sites and Services that link to other websites or social media platforms which are not under the control of StockX (the "Linked Websites"). StockX does not endorse or sponsor any Linked Websites and is not responsible for the availability, accuracy, content, or any other aspect of the Linked Websites. StockX disclaims all liability for such Linked Websites, for all access to and use thereof, and for use of the links to such Linked Websites. We also disclaim all liability, and make no representations or warranties, with respect to any products or services made available, sold, or provided to you by any third party. Your use of Linked Websites and any purchases of products or services from such Linked Websites are subject to the terms and conditions of such other websites. You agree that you will bring no suit or claim against StockX arising from or based upon any such use of any Linked Websites. Hyperlinks to such Linked Websites on the Sites and Services do not imply that: (a) StockX is affiliated or associated with any Linked Website; (b) StockX is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in connection with or accessible through such links; or (c) any Linked Site is authorized to use any trademark, trade name, logo, or copyright symbol of StockX.

#### **21. Your Personal information**

Use of your personal information submitted to or via the Site is governed by our Privacy Policy. We will only use your personal information in accordance with our Privacy Policy. Please take the time to read this carefully, as it indicates important information about how we collect and use personal information.

#### **22. Disclaimer of Third Party Information.**

To the extent that any information, material, or functionality on the Services is provided by third party content providers ("Third Party Materials"), StockX has no editorial control or responsibility over such Third Party Materials. Therefore, any opinions, statements, products, services or other Third Party Materials are those of the applicable third party. StockX does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your use of any Third Party Materials will not infringe rights of third parties not owned by or affiliated with Company.

#### **23. General.**

These Terms and all terms and policies posted through our Services (as each may be revised and amended from time to time according to their respective terms) constitute the entire agreement between you and StockX relating to your use of our Services, and supersede all prior understandings and agreements parties. You consent to receive notice by email to the address provided at registration. If any provision of the Terms is held to be invalid, void, or unenforceable under any circumstances, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions of the Terms. Any waiver of any provisions contained in these Terms by StockX shall not be deemed to be a waiver of any other right, term, or provision of these Terms. Any rights not expressly granted herein are reserved. StockX may assign or transfer our rights and obligations under these Terms at any time. You may not assign or transfer your rights or obligations under these Terms, or any of your rights or obligations, without the prior written consent of StockX, which we can refuse in our sole discretion. No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these Terms, your use of the Services, or the provision of our Services. You may not enter into any contract on our behalf or bind us in any way. These Terms are for your benefit only, not for the benefit of any

third party except for StockX's permitted successors and assigns. These Terms shall be governed by the laws of the State of Michigan, USA, without regard to conflicts of laws provisions, and except as described in Section 14 exclusive venue is in the federal and state courts located in Wayne County, Michigan, USA. By using the StockX website or acting as a buyer or seller you expressly agree to the governing law and venue provision of these Terms, irrespective of the state or country in which you reside. The parties each hereby disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods.

#### 24. Mobile Applications and In-App Purchases

You acknowledge and agree that the availability of our mobile application is dependent on the third party stores from which you download the application, e.g., the App Store from Apple or the Android app market from Google (each an "App Store"). Each App Store may have its own terms and conditions to which you must agree before downloading mobile applications from such store, including the specific terms relating to Apple App Store set forth below. You agree to comply with, and your license to use our application is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms of Use, the more restrictive or conflicting terms and conditions in these Terms of Use apply.

Through our mobile applications, you may purchase ("In-App Purchase") certain goods or features designed to enhance the performance of the Services. When you make an In-App Purchase, you are doing so through either the Apple iTunes service or the Google Play service and you are agreeing to their respective Terms and Conditions, available at <http://www.apple.com/legal/internet-services/itunes/us/terms.html> and [http://play.google.com/intl/en\\_us/about/play-terms.html](http://play.google.com/intl/en_us/about/play-terms.html)). StockX is not a party to any In-App Purchase.

#### 25. Apple App Store

These Terms apply to your use of all the Services, including our iOS applications (the "Application") available via the Apple, Inc. ("Apple") App Store, but the following additional terms also apply to the Application:

- (a) Both you and StockX acknowledge that the Terms are concluded between you and StockX only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- (b) The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- (c) You will only use the Application in connection with an Apple device that you own or control;
- (d) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- (e) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- (f) You acknowledge and agree that StockX, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- (g) You acknowledge and agree that, in the event of any third-party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, StockX, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- (h) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- (i) Both you and StockX acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and

- (j) Both you and StockX acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.
- (k) In the event you use the Application to provide you with real-time route guidance, YOUR USE OF THIS REAL-TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

## 26. Ranking information

Buyers can find, bid on and purchase sellers' products on the Sites by browsing through products by product category (for example, sneakers, streetwear and collectibles), and by entering a specific query in the search box available. The main factors StockX considers when presenting results on the Sites' main web-pages and product category pages are popular brands (based on views for those brands), popular products (based on views for those products), new lowest asks (the products with the most recently listed lowest asks) and new highest bids (the products with the most recently listed highest bids). The main factor StockX considers when presenting results on the Sites' individual brand pages and in response to specific search queries is popular products (based on views for those products). If a customer is logged in to their account, there will also be a section presented to the customer with recommended products based on that customers' clicks on the Sites.

## 27. Access to data

StockX will have access to buyers' and sellers' personal data which it shall use in accordance with StockX's Privacy Policy, as updated from time to time. StockX will also have access to non-personal data provided by buyers and sellers for the use of the Services or which is generated through the provision of those Services. This includes, for example, information on sellers' products to be displayed for purchase on the Sites, information provided by buyers and sellers when creating an account and information on all product purchases on the Sites. StockX shares information it has access to with third party service providers in order to provide the Services and improve customer experience. StockX will also retain such information after a seller deactivates or terminates their account, in accordance with applicable law.

Sellers will have access to certain data through their online profile. This includes, for example, detail on their own sales history, including previous asks and bids. Sellers can request access to data about them after deactivating or terminating their account which StockX may be able to provide, provided that the data is still available, and it is permitted to do so under applicable law. Sellers will not have access to any personal data provided by buyers. Sellers will also have access to certain data that is publicly made available on the Sites. This includes, for example, ask and bid prices, product descriptions and the relative popularity of products sold on the Sites.

## 28. NFT Terms

Through the StockX Services, you may be permitted to purchase, list and sell certain rights to digital assets created by StockX or its third-party partners that are stored on a digital ledger ("NFTs"). NFTs may take a variety of forms, including, for example, Vault NFTs (as defined below), which are digital tokens that represent ownership of physical items. Each Vault NFT is backed by a physical item held in StockX's custody and does not have value beyond that associated with the underlying physical good. Other types of NFTs ("Experiential NFTs") may grant the NFT holder rights to obtain certain additional products, or benefits or to engage in certain experiences, such as unlocking a reward or access to an exclusive sale (collectively, "Experiences"). All NFTs on the Services may be subject to any additional terms provided by StockX from time to time ("Additional NFT Terms"). In addition, from time to time StockX may offer incentives and rewards for users of StockX Services generally, but not as a component of the value of any particular NFT, unless otherwise expressly stated in the applicable Additional NFT Terms.

The following terms, along with any applicable Additional NFT Terms and FAQs and, if applicable, the Vault Terms (collectively, the "NFT Terms"), as well as StockX's Terms and Conditions of Use describe your rights and obligations with respect to NFT purchases. The Vault Terms that apply to StockX's Vault NFTs (defined below) can be found in Section 29.

- i. **Ownership.** The NFTs will be minted by StockX on the blockchain specified in the applicable



Additional NFT Terms, and stored within a StockX custodial wallet, which will be managed by StockX. This means StockX maintains custody of all NFTs on behalf of the NFT owners while they are traded on the StockX platform, and NFTs cannot be transferred to external crypto wallets. When you purchase an NFT on the StockX platform, your rights as an owner are limited by and subject to the rights set forth in the NFT License described in Section iii below.

- ii. **Buying & Selling NFTs.** StockX or its third-party partner(s) will list, or “drop,” new NFTs on the StockX live marketplace, where users can then purchase and resell the NFTs exclusively on the Services. Upon purchasing an NFT, that NFT will appear in your StockX portfolio. As StockX retains custody of the NFTs, you will not see a record of your purchases or sales of an NFT on the blockchain ledger; however, StockX maintains an internal ledger to track ownership of NFTs. Subject to the NFT License below, you may resell NFTs on the StockX platform, provided that any subsequent purchase of your NFT (“Secondary Sale”) will also be subject to these NFT Terms and the StockX Terms and Conditions of Use. Immediately following any Secondary Sale, the NFT will no longer appear in your portfolio, and any associated licenses or other rights provided under these NFT Terms or by StockX will terminate. All NFT purchases are final and there are no returns for NFTs or other digital products purchased on the StockX platform. Your purchase of, and any Secondary Sale of, an NFT is subject to your agreeing to these NFT Terms and the StockX Terms and Conditions of Use. Please note that StockX, in its sole discretion, may restrict how NFTs function on the Service, including limiting NFTs to certain portions of the Service, the payment methods you may use to acquire NFTs, and the jurisdictions in which NFTs may be bought and sold. Please see the [FAQs](#) for additional details.
- iii. **Removal of an NFT from an Owner’s Portfolio.**
  - a. **Expiration of Experiential NFTs.** In the case of Experiential NFTs which grant holders rights to certain Experiences (as opposed to Vault NFTs or certain other types of NFTs), per the applicable Additional NFT Terms, StockX may automatically redeem such Experiential NFTs in exchange for your receipt of or participation in the applicable Experience or following the expiration of the Experience (e.g., if StockX drops an NFT granting holders access to a “meet and greet” with an artist (i.e., the Experience), StockX may automatically redeem such NFT when the holder attends the applicable event or at the completion of the event), at its sole discretion, in which case StockX may remove the Experiential NFT from your portfolio and you will cease to own the Experiential NFT. For the avoidance of doubt, the Additional NFT Terms will expressly set forth if and when the applicable NFT is an Experiential NFT that contains an Experience that may trigger automatic redemption, and Vault NFTs (discussed below) are not Experiential NFTs and do not contain an Experience that would give rise to automatic redemption.
  - b. **Other Instances of Removal.** In addition to the above, StockX will also remove or transfer an NFT from your portfolio in the following instances:
    - i. StockX will transfer the NFT from your portfolio when you sell the applicable NFT; and
    - ii. StockX will remove the applicable Vault NFT in exchange for the associated product stored in the StockX Vault when the Vault NFT holder requests for the associated product to be sent to them (also known as “redemption”).

Please refer to the fine print in the Product Details > Product Description section of a product page for any Additional NFT Terms applicable to a particular NFT. In these Additional NFT Terms, StockX will expressly set forth if and when an NFT is subject to redemption or removal from your portfolio.

- iv. **NFT License.** Subject to your complete and ongoing compliance with these NFT Terms and the StockX Terms and Conditions of Use, StockX grants you a limited, non-exclusive, non-transferable (except in connection with a Secondary Sale), non-sublicensable, revocable license to (a) resell, solely on the Services, any NFT you purchase, (b) hold the NFT until it may be used or redeemed for its intended purpose, as decided by StockX in its sole discretion, and (c) use any intellectual property (or related intellectual property rights) included in the NFT (“NFT IP”) solely as expressly permitted by the NFT Terms. For clarity, except for the foregoing license, neither your purchase of an NFT nor these NFT Terms grant you any other license or rights to any NFT or NFT IP.

- v. **License and Use Restrictions.** Except as expressly set forth in Additional NFT Terms and except and solely to the extent such a restriction is impermissible under applicable law, you agree that you will not:
  - c. Profit from, otherwise commercialize, or license the NFT or NFT IP, including in connection with the marketing, advertising, or selling of any third party product, except as part of a Secondary Sale;
  - d. Use the Services, including any NFTs, to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity;
  - e. Modify the NFT or NFT IP in any way or combine the NFT or NFT IP with, or embed the NFT or NFT IP into, any digital or other content or media (for avoidance of doubt, except in the case of Vault NFTs, this does not restrict you from using the NFT image as your profile picture or avatar so long as you own the NFT, but you may not modify or change the image);
  - f. Use the NFT or NFT IP in any manner which infringes upon the intellectual property rights of any person or entity;
  - g. Use the NFT in connection with or to promote any illegal activity, hate speech, violence, inappropriate or obscene content, or in any other manner which could tarnish or harm the reputation of StockX and its affiliates, or any third-party whose name, brand, image, or likeness is represented by the NFT;
  - h. Remove or attempt to remove the NFT from the StockX platform;
  - i. Sell, transfer, or otherwise dispose of an Experience, where applicable, separately from the associated Experiential NFT;
  - j. Encourage or permit any third party to do any of the foregoing.
- vi. **NFT Fees.** As set forth in the FAQs, you may be required to pay certain fees when buying or selling NFTs ("NFT Fees").
- vii. **NFT Anti-Fraud Measures and Payout Delay.** Please note that, in order for StockX to effectively run anti-fraud checks and other related diligence on NFT transactions, payouts associated with Secondary Sales may be subject to a delay. You may also be subject to additional know-your-customer restrictions based on your payment or payout methods. In addition to the other remedies set forth in these NFT Terms, in the event StockX believes, in its sole discretion, that fraud has occurred in conjunction with a Secondary Sale, StockX may (i) withhold the payout and/or remit the payout to the seller, (ii) freeze, seize, or reclaim an NFT, (iii) freeze or terminate your account, and (iv) take any additional actions as StockX deems necessary in its sole discretion. Please see the [FAQs](#) for additional details.
- viii. **Royalties.** NFTs may provide creators and artists the opportunity to financially benefit from their work via royalty fees. StockX, in its sole discretion, may incorporate a royalty fee structure into NFTs such that, for example, a percentage of each sale of an NFT is remitted to a third-party partner who contributed to the creation of the NFT or the NFT edition. The royalty fee structure, if any, for an NFT will be described in the applicable Additional NFT Terms.
- ix. **Valuation of NFTs and Assumption of Risk.** The prices and value of NFTs, including those of Vault NFTs which are tied to the prices of their underlying physical goods, are volatile and subjective. NFTs and similar digital assets have no inherent or intrinsic value. StockX does not and cannot guarantee that any NFTs purchased or acquired by you will retain their original value or have any particular value. You agree to assume all risk associated with the use and value of NFTs. You also acknowledge and agree that StockX may engage in actions that may impact the perceived value or acquired price of NFTs at any time, except as prohibited by applicable law.
- x. **No Investment Advice.** StockX does not provide investment, tax, or legal advice, nor does StockX broker NFT trades or trading in any other assets traded on the Service on your behalf. All transfers of NFTs or any other assets traded on the Service are based on the parameters of your instructions via the Services, and you are solely responsible for determining whether any NFT purchase, investment strategy or related transaction is appropriate for you based on your

personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation. The information provided via the Services or through any of StockX's third-party service providers does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any such content as such. StockX does not recommend that any NFTs, or any other assets traded on the Service, should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any NFTs, you should conduct your own due diligence and consult your financial advisors before making any investment decision. StockX will not be held responsible for the decisions you make to buy, sell, or hold NFTs or any other assets on the Service.

- xi. **NFTs DISCLAIMERS.** NFTS ARE INTANGIBLE VIRTUAL ASSETS THAT EXIST BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN AND/OR MAINTAINED BY STOCKX IN A PRIVATE LEDGER OR DATABASE. STOCKX AND ITS THIRD-PARTY SERVICE PROVIDERS MAKE NO PROMISES OR GUARANTEES WITH RESPECT TO ANY BLOCKCHAIN OR SMART CONTRACTS. YOU AGREE THAT STOCKX AND ITS THIRD-PARTY SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR ANY ISSUES OR LOSSES RELATED TO ANY BLOCKCHAIN, ANY DIGITAL WALLETS, OR SMART CONTRACTS.
- xii. **Regulatory Disclaimers.** The laws and regulations governing non-fungible tokens, blockchain technologies, and cryptocurrencies are rapidly evolving. Changes in such laws or regulations may impact our ability to provide the Services, including NFTs.
- xiii. **Protecting Your Account.** You assume all responsibility for maintaining the security of your account and account password. StockX has no responsibility, and will not be liable in any way, for anything done via your account or using your password (including any unauthorized uses by third parties), such as the sale or transfer or your purchased NFTs.

## 29. Vault Terms

StockX may offer certain NFTs ("Vault NFTs") that represent ownership of physical goods ("Stored Items") that StockX stores in a StockX facility ("Vault Services"). When you purchase a Vault NFT, you own the Vault NFT you purchased and the Stored Item it corresponds to, and you automatically make use of the Vault Services. In order to use the Vault Services and own a Stored Item, you must purchase the Vault NFT that corresponds to the applicable Stored Item. Note (i) a Vault NFT has no value beyond that of the associated Stored Item, and (ii) the Vault Services are currently provided at no additional cost; however, you may be required to pay additional fees if you elect to have a Stored Item shipped to you or if you use the Vault Services beyond a certain amount of time, as further described below. If you purchase a Vault NFT and thereby make use of the Vault Services, the following terms also apply (the "Vault Terms"). The Vault Terms are in addition to, and supplement, the StockX Terms and Conditions of Use. In the event the Vault Terms conflict with any other portion of the StockX Terms and Conditions of Use, the Vault Terms will control.

- i. **Ownership.** Subject to your complete and ongoing compliance with these Vault Terms, you retain sole ownership of Stored Items so long as they are stored in a StockX facility and you own the associated Vault NFTs. Notwithstanding, if you sell a Vault NFT via the StockX platform, ownership of that Vault NFT and the associated Stored Item will transfer to the new buyer. You agree that you will not attempt to sell a Stored Item to a buyer other than by selling the associated Vault NFT via the StockX platform. Alternatively, you may notify StockX and elect to have a Stored Item shipped to you, thereby enabling you to sell the formerly Stored Item to a buyer other than via the StockX platform. Upon electing to have a Stored Item delivered, you cease to make use of the Vault Services and the corresponding Vault NFT will be permanently removed from your portfolio and from circulation. For the avoidance of doubt, Vault NFTs are not Experiential NFTs and do not contain an Experience that would give rise to automatic redemption, and Vault NFTs do not have an expiration date. A Vault NFT is only removed from your portfolio once it is redeemed for the associated product or sold to another buyer.
- ii. **Storage.** A Stored Item will continue to be stored in a StockX Facility ("Vaulted") until such time that you elect to have the Stored Item shipped to you. So long as a Stored Item is Vaulted, StockX will store, secure, and protect the Stored Item in such a manner as to protect it from damage,



loss, or theft, using a commercially reasonable degree of care.

- iii. **Fees.** Through January 31, 2023, the Vault Services will be provided free of charge until and unless you elect to have Stored Items shipped to you or you sell them to another buyer via the StockX platform. Beginning February 1, 2023, StockX will charge you a monthly fee for the provision of the Vault Services equal to .15% of the value of each Stored Item that you own, with a minimum monthly charge of ten (10¢) cents for each trading card and one (\$1) for each pair of sneakers or other Stored Item. In the event you elect to have Stored Items shipped to you, you will pay the withdrawal fees, shipping costs and associated sales tax as set forth in these Vault Terms and the FAQs, as applicable. Note that StockX may charge you additional fees in the future for using the Vault Services beyond a certain amount of time, which will be notified to you in the FAQs. If such additional fees are introduced, you will have an opportunity to receive shipment of your Stored Items before such fees will apply.
- iv. **Delivery.** In the event you elect to have a Stored Item shipped to you, you will pay all applicable shipping fees, withdrawal fees and sales tax as set forth in these Vault Terms and the FAQs. You may elect to have Stored Items shipped to you at any time following March 1, 2022, by submitting a Redemption Request form, located in the FAQs. Please note that delivery may take as long as forty-five (45) days in certain cases, and StockX will not be liable to you for any delay in delivery. Upon electing to have the Stored Items delivered, the corresponding Vault NFT will be permanently removed from your portfolio and from circulation.
- v. **Shipping Address.** Upon purchasing a Vault NFT, you must update and maintain on your account accurate shipping address details. StockX will not be responsible for any delay, failure or inability to transfer a Stored Item due to any reason out of StockX's control, including your failure to comply with these Vault Terms or the Terms and Conditions of Use.
- vi. **Termination of Vault Services.** StockX may choose to stop offering the Vault Services for any reason or no reason at any time upon thirty (30) days' notice to you, in which event StockX will deliver the Stored Items to you at the address listed on your account, or to a different address if provided by you in writing within ten (10) days of StockX's notice of termination of the Vault Services. In the event StockX terminates the Vault Services, StockX will not be liable to you. If StockX is unable to ship a Stored Item to you because your shipping details are incorrect or out of date, or you refuse to accept delivery of a Stored Item, StockX will consider the Stored Item abandoned after thirty (30) days and may charge you StockX's reasonable expenses incurred due to such refusal to accept delivery.
- vii. **VAULT NFTs DISCLAIMERS.** THE PURPOSE OF VAULT NFTS IS SOLELY TO TRACK THE OWNERSHIP AND TRANSACTIONS IN CONNECTION WITH THE ASSOCIATED PRODUCTS. THE ASSOCIATED PRODUCT IS SUBJECT TO STOCKX'S OWN AUTHENTICATION PROCESS. VAULT NFTS ARE NOT AFFILIATED OR ASSOCIATED WITH, SPONSORED BY, OR OFFICIALLY CONNECTED TO ANY THIRD-PARTY BRAND OR ANY BRAND SUBSIDIARIES OR AFFILIATES. ANY THIRD-PARTY BRAND NAMES, USE AND TRADEMARKS USED IN A VAULT NFT ARE ALL THE PROPERTY OF THE APPLICABLE THIRD-PARTY BRAND OWNER AND ARE USED IN THE VAULT NFT SOLELY TO REFER TO THE PHYSICAL PRODUCT TO WHICH THE VAULT NFT CORRESPONDS. FOR MORE INFORMATION ON OFFICIAL BRAND PRODUCTS, PLEASE VISIT THE APPLICABLE BRAND'S WEBSITE.

### 30. Country-Specific Terms

If you reside in one of the following countries, the additional terms set out below apply to your use of the Site(s) and override any inconsistent terms elsewhere in the Terms.

#### All countries outside of the United States

The following Country-Specific Terms apply to all countries outside of the United States, in addition to any other Country-Specific Terms which are set out below.

All terms

- All capitalized upper case wording is replaced with lower sentence case wording.
- All USD currency figures are replaced with the applicable converted equivalent in the local currency of the relevant country.

Introduction

- The sixth paragraph of this section (Arbitration) is deleted in its entirety.

15. DMCA Notice

- This section is deleted in its entirety.

16. Dwolla Accounts

- This section is deleted in its entirety.

European Countries (including the United Kingdom)

The following Country-Specific Terms apply to all European countries (and the United Kingdom when the United Kingdom leaves the European Union), in addition to any other Country-Specific Terms which are set out underneath the specific country below. To the extent there are any conflicts between these European Country-Specific Terms and the specific country terms, the country specific revisions will apply.

The Terms are modified as follows:

1. Changes to Terms and Policies

- This wording is added after the first two sentences of the first paragraph:

"Unless required by law to amend the Terms with immediate effect, StockX will, where applicable, provide sellers with at least 15 days' notice of any changes which affect them."

- This wording is added to the end of the second paragraph:

"Save where otherwise permitted by applicable law, StockX will provide sellers with 30 days' notice of termination of the whole of the Services."

2. About StockX Live Marketplace

- This wording of the second paragraph is deleted in its entirety:

"and charging your payment method for costs we incur as a result of the violation."

3. Accounts, Passwords and Security

- This wording of the first paragraph is deleted in its entirety:

"You agree that we may charge your credit card or other payment method for amounts you owe as described in these terms, as well as any costs or losses arising from your violation of the Terms."

4. Fees, Promotional/Discount Codes and Taxes.

- This wording is deleted in its entirety from the first paragraph:

"You agree that StockX is not responsible for reporting, collection or payment of any taxes on your behalf except for jurisdictions where StockX is required as a marketplace facilitator."

- This wording is added to the first paragraph:

"For EU VAT purposes only, StockX is deemed to act as an undisclosed agent. For EU VAT purposes this means that you as a seller are deemed to sell your items to StockX and you as a buyer are deemed to purchase your items from StockX. StockX is responsible to collect, pay, report and remit VAT on certain purchase transactions from you as a seller and on certain sales transactions to you as a buyer. StockX agrees to collect, pay, report and remit any and all VAT that may be due by StockX with respect to these transactions. A further description of the VAT collection model in the EU is available on our [FAQ](#) page."

- This wording is added in its entirety after the first paragraph:

"Where the seller is acting as a VAT taxable person (located inside the EU) and has communicated a valid VAT identification number to us, StockX and the seller agree that StockX issues self-billed invoices (in the name and on behalf of the seller) for the seller's sales transactions within the EU. These sales transactions are made by the seller to StockX for EU VAT purposes.

The parties agree that StockX will:

- i) issue self-billed invoices for the sales transactions on our live marketplace by the seller to StockX as of September 1, 2021;
- ii) complete self-billed invoices showing the seller's name, address and VAT identification number, together with all other details which will constitute a full VAT invoice;
- iii) issue self-billed invoices promptly following payout to the seller;
- iv) inform the seller if the issue of self-billed invoices will be outsourced to a third party.

The parties agree that the seller will:

- i) accept invoices issued by the customer on its behalf as of September 1, 2021, and onwards;
- ii) not issue sales invoices for the sales transactions covered by this agreement;
- iii) notify StockX immediately if the seller ceases to be registered and/or identified for VAT purposes or has obtained another VAT registration and/or identification number.

The parties agree that they will each be responsible for the accuracy and completeness of their own VAT returns, EC Sales Listings (if any) and other related filings and reporting obligations, and the provision of other required documents relating to the VAT return, EC Sales Listing and other related filings and reporting obligations."

5. Authentication; Shipping and Handling.

- To the extent the relevant seller is acting in a commercial capacity, this wording is deleted in its entirety:

"and therefore, buyer is not permitted to cancel the purchase if the item does not ship from the seller within the specified timeframe in the sale confirmation email after purchase"

- This wording is added to the end of the first paragraph:

"Shipping will be charged per item and no additional taxes, duties or applicable tax will be collected by StockX upon delivery of your item. Shipping rates are based on the average size and weight of an



item. Some items that are larger and/or heavier will incur additional shipping costs. These costs will be included in the price breakdown at the time a buyer makes their purchase."

- To the extent the relevant seller is acting in a commercial capacity, this wording is added after the first paragraph:

"As a buyer, you have the right to revoke the contract with the seller within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the goods. In the case of a contract for several goods that you have purchased as part of a single auction and which are delivered separately, the period begins on the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the last goods. In the case of a contract for the delivery of goods in several partial shipments or pieces, the period begins on the day on which you or a third party named by you, who is not the carrier, have taken possession of the last partial shipment or the last piece.

To exercise your right of withdrawal, you must send us by means of a clear declaration (e.g. a letter sent by mail or e-mail) about your decision to revoke this contract to:

StockX LLC  
1046 Woodward Avenue  
Detroit MI 48226  
USA  
[withdrawal@stockx.com](mailto:withdrawal@stockx.com)

You can also use the withdrawal form available on the Site for this purpose, which is, however, not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### Consequences of the revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment. We can refuse the repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us immediately and in any case no later than within fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods. You will only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the condition, properties and functioning of the goods.

To return the item(s), you should package the parcel securely (making sure you include a note of your name and address (enclosing any returns slip, if you have been provided with one) inside the parcel). You are advised to obtain adequate postal/carriage insurance to cover the value of the contents. Please retain your proof of posting/dispatch and tracking information, if applicable, until your refund has been processed. Nothing in this section affects your legal rights."

#### 6. Counterfeits, Fraud and Market Manipulation

- This wording of the first paragraph is deleted in its entirety and subsequent subsections renumbered accordingly:

"charge seller's payment method for costs, expenses and fees incurred by StockX as a result of seller's action or inaction, including charging seller for the cost of replacement items, the value of coupons and gift certificates provided to the buyer, reprinting fees incurred by StockX, rerouting charges imposed by carriers, and refunds to the buyer; (vi)."

- This wording of the fourth paragraph is deleted in its entirety and subsequent subsections renumbered accordingly:

"charge user's payment method for costs, expenses and fees incurred by StockX as a result of the user's actions; (vi)."

## 7. Seller Obligations

- This wording of the first paragraph is deleted in its entirety and subsequent subsections renumbered accordingly:

"charge seller's payment method for costs, expenses and fees incurred by StockX as a result of seller's action or inaction, including charging seller for the cost of a replacement, coupons and gift certificates provided to the buyer, reprinting fees incurred by StockX, rerouting charges imposed by carriers, and refunds to the buyer; and (vii)."

## 8. Buyer Obligations

- This wording of the first paragraph is deleted in its entirety:

"If your address is outside the United States, then you will be responsible for picking up your package and for paying all customs, duties, taxes and any other related fees in addition to the international shipping charges; you will be responsible for compliance with all customs requirements on import as required; and, when placing your order, you authorize us to appoint an agent to file the customs declarations on your behalf."

- This wording is added to the end of the first paragraph:

"Prices exclude delivery cost which will be added (at the cost shown) to the total amount due as you select an item. Items ordered will be at your risk from the time of delivery or collection (as the case may be). Ownership of the item(s) ordered will also pass to you on delivery or collection (as the case may be), provided full payment of all sums due in respect of the item(s), including any delivery charges, has been received."

## 11. User Content

- This wording of the first paragraph is deleted in its entirety:

"If StockX does decide, in its sole discretion, to attribute User Content to you, you hereby grant StockX the right to use your name (and/or any user name), image, likeness, and/or photo with respect to such attribution, and you waive any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your name, image, likeness and/or photos. You hereby agree to waive all claims of moral rights associated with being the author of User Content, and to consent to StockX doing all acts that would otherwise constitute an infringement of your moral rights, as well as waive the right to inspect or approve the finished video, photograph, sound track, web site, advertising copy or printed matter that may be used in conjunction therewith or to the eventual use in any media that it might be applied."

#### 14. Disputes with StockX

- This section is deleted in its entirety and replaced with:

"You and StockX agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of the Terms or your use of, or access to, the Services, will be dealt with by the court of your place of residence.

You may also apply for an out-of-court mechanism to solve any lawsuit relating to the Terms with the competent bodies. For example, the European Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> provides information about alternative dispute resolution in the European Union which may be of interest, but you are free to choose an alternative out-of-court mechanism.

If you are a seller and you wish to raise a complaint in connection with these Terms and/or the Services then you can contact Customer Services on the details provided on this [FAQ](#) page, as may be updated from time to time. Your complaint will then be escalated to the relevant StockX team to consider. We will try our best to provide you with an initial response within 48 hours and, in any event, within a reasonable time frame (taking into account the importance and complexity of the complaint). We will attempt to resolve the complaint within 30 days of receipt.

A seller may request that a complaint is treated and recorded as a regulatory complaint and considered by us in accordance with Regulation (EU) 2019/1150 (the "Platform to Business Regulation") by notifying us in writing of such request (as part of their complaint notice) to Customer Services, provided that the complaint is in relation to the one or more of the following issues:

- (a) alleged non-compliance by StockX with any of its obligations laid down in the Platform to Business Regulation;
- (b) technological issues which relate directly to the provision of the Services; and/or
- (c) measures taken by, or the behaviour of, StockX which relate directly to the provision of the Services.

In addition to utilising the complaints procedure described above, if you are a seller, the dispute may be referred by either you or us at any time to the Centre for Effective Dispute Resolution ("CEDR") for mediation. Unless otherwise agreed between you and us within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. You may not refer a dispute to mediation if there has been a previous mediation process on the same subject matter in respect of which a mediator held you did not act in good faith, or where you have made repeated unsuccessful mediation attempts.

Nothing in this section will prevent any sellers or us from commencing or continuing any legal proceedings at any time in relation to any dispute or complaint."

#### 18. Electronic Communications

- This wording is deleted in its entirety:

"When signing up for the Services, you will receive a welcome message and instructions on how to stop receiving messages. By signing up for the Services and providing us with your wireless number, you confirm that you want StockX to send you information that we think may be of interest to you, which may include StockX using automated dialing technology to text you at the wireless number you provided, and you agree to receive communications from StockX, and you represent and warrant that each person you register for the Services or for whom you provide a wireless phone number has consented to receive communications from StockX. You agree to indemnify and hold StockX harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to



your breach of the foregoing."

## 23. General

- The wording "the laws of the State of Michigan, USA, without regard to conflicts of laws provisions, and except as described in Section 14 exclusive venue is in the federal and state courts located in Wayne County, Michigan, USA." is deleted in its entirety and replaced with:

"the laws of the country of your residence, without prejudice to any mandatory conflicts of laws provisions. Any dispute between you and us regarding these Terms or the Site will be dealt with by the courts of your place of residence."

## France

In addition to amendments detailed above, if you reside in France the Terms are modified as follows:

### 2. About StockX Live Marketplace

- This wording is added to the end of the section:

"The user of StockX's live marketplace may be professionals or consumers. The provisions applicable to the sellers and the buyers may therefore vary depending of their use of StockX's platform for professional or private needs. The provisions of these Terms specifically applicable to the professionals or to the consumers are expressly indicated.

#### Auction brokerage operations

StockX's live marketplace therefore provides a service of auction brokerage by electronic means within the meaning of Article L.321-3 paragraph 2 of the French Commercial Code, which allows the buyers and the sellers registered on the platform to discuss the price of the products offered for sale.

Buyers and sellers have to create an account to purchase or sell items on the StockX's platform. StockX's live marketplace allows the buyers and the sellers to post "Asks" and to make "Bids" on the price of the product offered for sale on the marketplace."

### 3. Accounts, Passwords and Security

- This wording of the first paragraph is deleted in its entirety:

"and you agree to accept responsibility for all activities that occur under your account or password" is deleted in its entirety."

### 4. Fees, Promotional/Discount Codes and Taxes

- This wording is added to the end of the section:

"For more information regarding their obligations under French law, sellers can consult the following websites:

- For tax obligations: <https://www.impots.gouv.fr/portail/node/10841>

- For social obligations: <http://www.securite-sociale.fr/Vos-droits-et-demarches-dans-le-cadre-des-activites-économiques-entre-particuliers-Article-87>."

### 8. Buyers Obligations

- This wording of the first paragraph is deleted in its entirety:

"WHEN YOU PLACE A BID, YOU ARE COMMITTING TO PURCHASE THE ITEM AS SOON AS YOUR

BID MATCHES A SELLER'S ASK PRICE AND YOU ACKNOWLEDGE THAT PAYMENT OF THE ASK PRICE WILL BE TAKEN FROM YOUR PAYMENT METHOD."

#### 9. Limitation and Restrictions

- This wording of the second paragraph is deleted in its entirety:

"in StockX's sole discretion. You also agree to reimburse StockX for any damage, loss, cost or expense StockX incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the Services for any unlawful or prohibited purpose."

#### 11. User Content

- The word "perpetual" in the first paragraph is deleted in its entirety and replaced with "for the duration of intellectual property rights".

- This wording is added to the end of the first sentence of the first paragraph:

"for the purpose of providing the Services. SUCH LICENSE TO USE USER CONTENT IS PROVIDED ROYALTY-FREE."

- This wording of the second paragraph is deleted in its entirety:

"and will not be liable for any use or disclosure of any User Content;"

#### 12. Indemnity

- This wording is added to the start of the first paragraph:

"If you are a professional user, you..."

- This wording is added as a new paragraph at the end of the section:

"If you are a consumer user, you will be liable for any fault or breach of the Terms in accordance with the general liability rules of the French Civil Code."

#### 13. Disclaimer of Warranties; Limitations of Liability

- A new sub-heading "Provisions applicable to professional users only" is added to the beginning of the first paragraph.
- A new sub-section named "Provisions applicable to consumer users only" begins after the fifth paragraph and this wording is added:

"As part of the sales contract concluded between you and the seller, you have vis-à-vis professional seller statutory warranty rights.

Consumer buyers (only) are informed that, as part of the legal warranty of conformity:

- The period of time for suit is of two years from delivery of the item;
- The buyer can either ask that the defective item is repaired or replaced, subject to the costs provided by article L.211-9 of the French Consumer Code;
- For a period of twenty-four months from delivery of the item, the buyer is not required to prove the lack of conformity of an item, unless the item is second-hand.

The legal warranty of conformity is independent from the commercial warranty which may be granted with the item. The buyer may choose to activate the warranty for latent defects within the meaning of article 1641 of the French civil code. In this case, the buyer can either ask that the contract be rescinded or that the price of the item be reduced pursuant to article 1644 of the French civil code.

StockX does not provide any commercial warranties. Warranties offered by the sellers are limited to statutory warranties owed by the sellers or commercial warranty granted by them, if any. If an item delivered to a buyer is damaged in any way, then StockX – acting as a broker, will contact the seller and demand a replacement or a refund, provided such damage is covered by the warranties described above."

## 20. Links to Other Websites

- This wording of the first paragraph is deleted in its entirety:

"StockX disclaims all liability for such websites, for all access to and use thereof, and for use of the links to such websites" and "You agree that you will bring no suit or claim against StockX arising from or based upon any such use of any Linked Websites."

## United Kingdom

In addition to amendments detailed above, if you reside in the United Kingdom the Terms are modified as follows:

### 8. Buyer Obligations

- This wording is added to the end of the section as a new paragraph:

"If any item you order is damaged or faulty when delivered to you or has developed a fault, you may have one or more legal remedies available to you. If you believe an item was delivered damaged or faulty or has developed a fault, you should inform us as soon as possible, preferably in writing, giving your name, address and reference number. Nothing in this section affects your legal rights."

### 13. Disclaimer of Warranties; Limitations of Liability

- This wording is deleted in its entirety:

"You covenant not to sue StockX and agree that you will not hold StockX responsible for other users' content, actions or inaction."

- The wording "you release and covenant not to sue StockX, its affiliated companies, and our and their respective officers, directors, agents, joint venturers, employees, legal representatives, and suppliers from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. In entering into this release you expressly waive any protections (whether statutory or otherwise – e.g., California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release." is deleted in its entirety and replaced with:

"you must deal with the relevant user directly and we shall not be a party to such dispute".

- The wording "In addition" at the start of the third paragraph is deleted in its entirety and replaced with:



"Nothing in these Terms shall limit or exclude any liability to you:

- o for death or personal injury caused by negligence;
- o for fraudulent misrepresentation;
- o for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded;
- o under Part I of the Consumer Protection Act 1987; or
- o for any other liability that, by law, may not be limited or excluded.

Subject to this, and..."

#### 24. Mobile Applications and In-App Purchases

- This wording is added to the end of the section as new paragraphs:

"In-App purchases may involve a subscription. In such a case, the fee you pay gives you access to the features, functions and/or content for the period of time selected by you from amongst the available options indicated within the App. It is important to note that, at the end of this subscription period, your subscription will automatically renew for an equivalent period (and continue to do so), unless you alter your subscription renewal settings in accordance with the instructions to be found on the relevant third party application store.

Where you pay to download the in-App purchase, we warrant that it will substantially comply with the description provided by us at the point of download and that any services we provide through it will be provided with reasonable care and skill.

The optional in-App purchases you download are made available to you immediately after the download is complete and you acknowledge and agree that this is the case and that, therefore (subject to any cancellation right that the terms of service of the relevant third party application store may allow you), you will have no right to change your mind and cancel under the Consumer Contracts Regulations (sometimes known as a 'cooling off' right) once the download has started."

#### Japan

In addition to the amendments detailed above, if you reside in Japan the Terms are modified as follows:

#### 11. User Content

- The wording "You further agree to waive your right to be identified as the author of User Content and your right to object to derogatory use or treatment of such User Content" is deleted in its entirety and replaced with:

"You further agree not to exercise your right to be identified as the author of User Content and your right to object to derogatory use or treatment of such User Content".

- The wording "you waive any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your name, image, likeness and/or photos. You hereby agree to waive all claims of moral rights" is deleted in its entirety and replaced with:

"you will not arise any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your name, image, likeness and/or photos. You hereby agree not to raise all claims of moral rights".

#### 23. General

- The wording "the laws of the State of Michigan, USA, without regard to conflicts of laws provisions, and except as described in Section 14 exclusive venue is in the federal and state courts located in Wayne County, Michigan, USA." is deleted in its entirety and replaced with:

"the laws of the country of your residence, without prejudice to any mandatory conflicts of laws

provisions. Any dispute between you and us regarding these Terms or the Site will be dealt with by the courts of your place of residence".

### South Korea

In addition to the amendments detailed above, if you reside in South Korea the Terms are modified as follows:

#### 2. About StockX Live Marketplace

- The wording "The Site and Services are intended for use only by persons who are at least 18 years of age. By using the Site and Services you confirm that you meet this requirement and that, if you are under the age of 18, you have received permission from your parent or guardian before using the Site and Services." is deleted in its entirety and replaced with:

"The Site and Services are intended for use only by persons who are at least 19 years of age. By using the Site and Services you confirm that you meet this requirement and that, if you are under the age of 19, you have received permission from your parent or guardian before using the Site and Services."

#### 8. Buyer Obligations

- The wording "ALL SALES ARE FINAL ONCE THE ITEM IS AUTHENTICATED AND DELIVERED, AND NO REFUND REQUESTS WILL BE HONORED REGARDLESS OF THE CURRENT VALUE OF THE ITEM" is deleted in its entirety and replaced with:

"ALL SALES ARE FINAL ONCE THE ITEM IS AUTHENTICATED AND DELIVERED, AND NO REFUND REQUESTS WILL BE HONORED REGARDLESS OF THE CURRENT VALUE OF THE ITEM UNLESS THE SALES FALLS UNDER THE FOLLOWING TYPES OF DEALS: DROPX AND B2C PRODUCT PAGES"

#### 9. Limitations and Restrictions

- The wording "use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Services;" is deleted in its entirety and replaced with:

"use our Services if you are not able to form legally binding contracts (for example, if you are under 19 years old), or are temporarily or indefinitely suspended from using our Services;"

#### 11. User Content

- The wording "If you provide us with any text, graphics, photos or other materials or content ("User Content"), you grant us a non-exclusive, perpetual, transferable, irrevocable, assignable, royalty-free, fully paid up, sub-licensable (through multiple tiers) right and license to use, reproduce, distribute (through multiple tiers), create derivative works from, publicly perform, display, store, digitally perform, make or deliver digital audio transmissions, encode, transcode, publish (online, through the Services, on any other website(s), as well as through mobile channels, and offline, in print, radio, television or elsewhere), make, have made, sell, offer for sale, import and commercialize User Content, or any portion thereof, in any manner and context, in any way, in any and all media now known or hereinafter developed and on any device(s), whether or not portable, wired, or wireless, without limitation, throughout the universe." is deleted in its entirety and replaced with:

"If you provide us with any text, graphics, photos or other materials or content ("User Content"), you grant us a non-exclusive, perpetual, transferable, irrevocable, assignable, royalty-free, fully paid up, sub-licensable (through multiple tiers) right and license to use, reproduce, distribute (through multiple tiers), create derivative works from, publicly perform, display, store, digitally perform, make or deliver digital audio transmissions, encode, transcode, publish (online, through the Services, on any other website(s), as well as through mobile channels, and offline, in print, radio, television or elsewhere), make, have made, sell, offer for sale, import and commercialize User Content, or any

portion thereof, in any manner and context, in any way, in any and all media now known or hereinafter developed and on any device(s), whether or not portable, wired, or wireless, without limitation, throughout the universe. For the avoidance of doubt, StockX may only use User Content for operating, promoting and improving the Services. Nothing in this section shall be construed to grant a license to Stock X beyond the scope permitted by applicable laws."

### 13. Disclaimer of Warranties; Limitations of Liability

- The wording "You covenant not to sue StockX, and agree that you will not hold StockX responsible, for other users' content, actions, or inactions. StockX is a marketplace for consumer goods. You acknowledge that you are buying items from a third party, not StockX. While we may help as your commercial agent facilitate the resolution of disputes, we have no control over and do not guarantee the accuracy, quality, safety, truth, accuracy or legality of User Content, listings, and/or items (including NFTs) listed or sold. If you have a dispute with one or more users, as a buyer or seller, you release and covenant not to sue StockX, its affiliated companies, and our and their respective officers, directors, agents, joint venturers, employees, legal representatives, and suppliers from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. In entering into this release you expressly waive any protections (whether statutory or otherwise – e.g., California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release." is deleted in its entirety and replaced with:

"To the extent permitted by applicable laws, you covenant not to sue StockX, and agree that you will not hold StockX responsible, for other users' content, actions, or inactions. StockX is a marketplace for consumer goods. You acknowledge that you are buying items from a third party, not StockX. While we may help as your commercial agent facilitate the resolution of disputes, we have no control over and do not guarantee the accuracy, quality, safety, truth, accuracy or legality of User Content, listings, and/or items listed or sold (including NFTs). If you have a dispute with one or more users, as a buyer or seller, to the extent permitted by applicable laws, you release and covenant not to sue StockX, its affiliated companies, and our and their respective officers, directors, agents, joint venturers, employees, legal representatives, and suppliers from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute. In entering into this release you expressly waive any protections (whether statutory or otherwise – e.g., California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims, which you may know or suspect to exist in your favor at the time of agreeing to this release."

### Italy

If you reside in Italy, the Terms are modified as follows:

These are the terms and conditions of use for <https://stockx.com/> ("Site"). The Site is operated by StockX LLC of 1046 Woodward Ave, Detroit, MI 48226 USA ("StockX," "we," "us", or "our") and is a live marketplace that allows users to research, buy and sell certain consumer goods. These Terms and Conditions of Use, our [Frequently Asked Questions](#) (the "FAQS"), and all other requirements posted on our websites, all of which are incorporated into these Terms and Conditions of Use by reference and as amended from time to time (collectively, "Terms") describe the terms and conditions on which we provide our websites (the "Sites"), services, data, software, applications (including mobile applications) and tools (collectively "Services") to you, whether as a guest or a registered user.

In these Terms, "you" and "your" refer to (a) you, the individual accessing and/or using the Services, (b) any electronic agent accessing the Sites and/or using the Services on behalf of an individual or business entity, and (c) the business entity on whose behalf an individual or electronic agent is accessing the Sites and/or using the Services.



Your use of the Sites and Services will be subject to these Terms and by using them you agree to be bound by them. These Terms create a legal contract between you and us. Please read them carefully. We will collect and process personal data in accordance with our Privacy Policy <https://stockx.com/privacy>.

**By using our Sites and Services, or by clicking to accept these Terms, you accept and agree to be bound and abide by these Terms in full. If you do not agree to these Terms, do not use our Sites or any portion of the Services.**

### 1. Changes to Terms and Policies.

StockX may in our discretion change these Terms (including the FAQs or any policy) at any time, but if we do, we will place a notice on our Site. We may also send you an email and/or notify you by some other means. Unless permitted by law to amend the Terms with immediate effect, StockX will provide sellers with at least 15 days' notice of any changes which affect them. Changes take effect on the date set out in the Terms. You should view these Terms often to stay informed of any changes that may affect you. **YOUR CONTINUED USE OF THE SITE AND/OR SERVICES AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY OF THE CHANGES, YOU MUST CANCEL YOUR ACCOUNT AND NOT USE ANY PORTION OF THE SERVICES.**

The version of these Terms posted on our Sites on each respective date you visit the Sites will be the Terms applicable to your access and use of the Services on that date. Our electronically or otherwise properly stored copies of these Terms and the Privacy Policy shall be deemed to be the true, complete, valid, and authentic copies of the version of the Terms and the Privacy Policy that were in force on each respective date you visited the Sites. We reserve the right to terminate these Terms, or to refuse, restrict, or discontinue access to or use of the Services (or any portions, components, or features thereof) to you or any other person or entity, if you are in breach of the Terms or for any reason or for no reason whatsoever, at any time, without notice or liability. StockX will provide sellers with 30 days' notice of termination of the whole of the Services.

### 2. About StockX Live Marketplace.

The Site and Services are intended for use only by persons who are at least 18 years of age. By using the Site and Services you confirm that you meet this requirement and that, if you are under the age of 18, you have received permission from your parent or guardian before using the Site and Services.

StockX allows third party sellers to list and sell their products in a live marketplace on the Site and Services. Sellers' products will be made available for sale on all of our Sites and mobile applications. Buyers and sellers must create an account to purchase or sell items on the StockX platform (see Section 3). Buyers and sellers can delete or deactivate their account by following the options available on our [FAQ](#) page, as updated from time to time.

- **Matching:** Buyer may place bids, and seller may place asks on the platform for specific items. If a seller uses the StockX platform to place an item for a fixed or minimum price, the seller makes a binding offer to conclude a contract for this item at this fixed or minimum price. If a buyer uses the StockX platform to place a bid offering a fixed or maximum price for a specific item, the buyer makes a binding offer to conclude a contract for this item at this fixed or maximum price.
- **Buy now:** The seller may also activate the "buy now" function. If the buyer uses the "buy now" feature, which will attempt to automatically match a buyer with a seller at the lowest overall ask price, the contract will be concluded at the moment where the buyer clicks on the "Buy now" button and the transaction is successfully completed.
- **Sell now:** If the seller uses the "sell now" feature, which will attempt to automatically match a seller with a buyer at the highest bid, the contract will be concluded at the moment where the seller clicks on the "Sell now" button and the transaction is successfully completed.

In these scenarios the contract is concluded between buyer and seller under the condition that the article's authenticity is approved by StockX.

A further description of the live marketplace process and the rules applicable to buyers and sellers is available on our [FAQ](#) page, as updated from time to time. While StockX as the platform provider helps facilitate transactions that are carried out on the StockX platform, StockX is neither the buyer nor the seller of the seller's products. StockX provides a venue for sellers and buyers to negotiate and complete

transactions. Accordingly, the contract formed at the completion of a sale for these third party products is solely between the buyer and seller. Although StockX might provide historical pricing data to the buyer and seller, we do not set prices for the items and StockX is not an auctioneer.

StockX acts as an intermediary to allow each Buyer and Seller involved in each transaction to conclude a sale. Once a Sale has been created or the Buy Now mode has been chosen, StockX takes on all the responsibilities of the seller towards the Buyer, and is responsible for the obligations of the latter under Legislative Decree No 206 of 6 September 2005 (Consumer Code) in relation to the right of withdrawal and the legal warranty provided for respectively by article 52 and following and article 128 and following of the (Consumer Code).

Because sellers set prices, they may be higher than retail value of the products sold on our Site. Any item valuations displayed through the Services are estimates only. StockX does not guarantee that any item will sell. StockX reserves the right to investigate complaints and violations of these Terms and, to the extent permitted by applicable law, may take any actions we deem appropriate, including suspending a buyer or seller account. Although the Services are anonymous and we generally do not share your information with other buyers and sellers, we may share your information with law enforcement and professional advisers under an obligation of confidentiality as part of an investigation related to any alleged violation of law or these Terms in accordance with our [Privacy Policy](#), and we may respond to all inquiries initiated by law enforcement or other governmental agencies.

The Services are accessible to certain international sellers and buyers. StockX may provide access to certain features and tools to international sellers and buyers, such as estimated local currency conversion and integrated international shipping, customs and tax tools. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

### 3. Accounts, Passwords, and Security.

To view or browse the live marketplace, you must create an account using an email address and password or other account creation tools offered on the Services, such as a social media account. To offer items for sale ("Ask") or offer to purchase items ("Bid"), you must create an account and have a valid credit card or other approved payment method on file with our third-party payment processors. When you register to create an account with us, you agree to provide accurate information about yourself and must not register under a false name or age or use an unauthorized payment method. If you use any Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify StockX immediately upon learning of any unauthorized use of your account or password, or any other unauthorized access or breach of security. However, you may be held liable for losses incurred by StockX or any other person or entity due to another person using your account or password. You may not use any other user's account or password at any time without the express permission and consent of the holder of that account or password. You may not transfer or assign your account.

### 4. Fees, Promotional/Discount Codes and Taxes.

Fees for the Services, including applicable shipping fees, are described in our [Fees](#), as updated from time to time. StockX may sometimes furnish an alphanumeric code that can be used for promotions or discounts for purchases on our sites. These promotional or discount codes may be sent via email to our registered users, presented on our Sites or circulated at events and through other means and, are subject to applicable promotional or discount terms. As a seller you are responsible and agree to collect, pay, report and remit any and all local, state, provincial, federal, or international taxes (including VAT and sales tax) that may be due by you with respect to your sales transaction, and as a buyer you agree to pay any and all local, state, federal, or international taxes (including sales taxes) that may be due by you with respect to your purchase transaction. In accordance with the Privacy Policy and only to the extent necessary to complete a transaction, you agree to provide StockX with all relevant tax information which StockX may provide to any tax authority in connection with payments you receive from us and where applicable further authorize StockX to release that information to such tax authority or other competent governmental body.

Your account may be suspended for failure to provide StockX with all relevant tax information to support filings to the appropriate tax authority. For EU VAT purposes only, StockX is deemed to act as an undisclosed agent. For EU VAT purposes this means that you as a seller are deemed to sell your items to

StockX and you as a buyer are deemed to purchase your items from StockX. StockX is responsible to collect, pay, report and remit VAT on certain purchase transactions from you as a seller and on certain sales transactions to you as a buyer. StockX agrees to collect, pay, report and remit any and all VAT that may be due by StockX with respect to these transactions. A further description of the VAT collection model in the EU is available on our FAQ page.

Where the seller is acting as a VAT taxable person (located inside the EU) and has communicated a valid VAT identification number to us, StockX and the seller agree that StockX issues self-billed invoices (in the name and on behalf of the seller) for the seller's sales transactions within the EU. These sales transactions are made by the seller to StockX for EU VAT purposes.

The parties agree that StockX will:

- i) issue self-billed invoices for the sales transactions on our live marketplace by the seller to StockX as of September 1, 2021;
- ii) complete self-billed invoices showing the seller's name, address and VAT identification number, together with all other details which will constitute a full VAT invoice;
- iii) issue self-billed invoices promptly following payout to the seller;
- iv) inform the seller if the issue of self-billed invoices will be outsourced to a third party.

The parties agree that the seller will:

- i) accept invoices issued by the customer on its behalf as of September 1, 2021, and onwards;
- ii) not issue sales invoices for the sales transactions covered by this agreement;
- iii) notify StockX immediately if the seller ceases to be registered and/or identified for VAT purposes or has obtained another VAT registration and/or identification number.

The parties agree that they will each be responsible for the accuracy and completeness of their own VAT returns, EC Sales Listings (if any) and other related filings and reporting obligations, and the provision of other required documents relating to the VAT return, EC Sales Listing and other related filings and reporting obligations.

#### 5. Authentication; Shipping and Handling.

As part of the purchase transaction, the seller will ship the item to StockX and StockX will visually inspect the item and use commercially reasonable efforts to confirm it is authentic and meets our condition standards. If StockX determines the item is authentic and meets our condition standards, StockX will ship the item to the buyer. If StockX cannot reasonably confirm the authenticity of the item or determines it is not authentic or does not meet our condition standards, then we will notify the buyer and the seller that the item has not passed authentication and will issue a refund to the buyer. Additionally, StockX has the right to reject any item for any reason, including but not limited to, authenticity, failure to meet our condition standards, or damage of the item. StockX policy requires sellers to ship items within the specified timeframe provided in the sale confirmation email after purchase. However, because StockX cannot control the amount of time it takes for the item to reach StockX, we cannot guarantee a specific delivery timeframe for any items. Once we receive the item from the seller it generally takes 1-2 business days for us to authenticate the item and ship it to a buyer. If a buyer does not receive an item, the buyer shall promptly report the issue to StockX within 2 days of the latest estimated delivery date. StockX has the right, in our sole and absolute discretion to refuse to accept returns or other refunds and/or to charge restocking fees for returned or abandoned items. If a buyer or seller refuses to accept delivery of a package sent to his/her address on file, StockX will consider the property abandoned after thirty (30) days and may charge the buyer or seller StockX's reasonable expenses incurred due to such refusal to accept delivery. Shipping will be charged per item and no additional taxes, duties or applicable tax will be collected by StockX upon delivery of your item. Shipping rates are based on the average size and weight of an item. Some items that are larger and/or heavier will incur additional shipping costs. These costs will be included in the price breakdown at the time a buyer makes their purchase.

As a Buyer, you have the right to withdraw from the contract with the Seller within fourteen days without giving any reasons. StockX shall in practice assume all the responsibilities of the Seller in relation to the right of reconsider and withdrawal (therefore without the obligation of the Buyer to explain the reasons), thus acting towards the Buyer as if it were the Seller.



The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the goods. In the case of a contract for several goods that you have purchased as part of a single auction and which are delivered separately, the period begins on the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the last goods. In the case of a contract for the delivery of goods in several partial shipments or pieces, the period begins on the day on which you or a third party named by you, who is not the carrier, have taken possession of the last partial shipment or the last piece.

To exercise your right of withdrawal, you must send us by means of a clear declaration (e.g. a letter sent by mail or e-mail) about your decision to revoke this contract to:

StockX LLC

1046 Woodward Avenue

Detroit MI 48226

USA

[withdrawal@stockx.com](mailto:withdrawal@stockx.com)

You can also use the withdrawal form available on the Site for this purpose, which is, however, not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### Consequences of the revocation

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment. We can refuse the repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us immediately and in any case no later than within fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods. You will only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the condition, properties and functioning of the goods.

To return the item(s), you should package the parcel securely (making sure you include a note of your name and address (enclosing any returns slip, if you have been provided with one) inside the parcel). You are advised to obtain adequate postal/carriage insurance to cover the value of the contents. Please retain your proof of posting/dispatch and tracking information, if applicable, until your refund has been processed. Nothing in this section affects your legal rights.

#### 6. Counterfeits, Fraud, and Market Manipulation.

StockX takes counterfeiting, fraud and market manipulation very seriously. If a seller provides a counterfeit item or attempts to defraud any buyer or StockX, StockX reserves the right to do any or all of the following, in its sole discretion: (i) remove any or all of seller's listings from the Services; (ii) cancel any or all of seller's orders pending through the Services; (iii) withhold any payments due to seller; (iv) place limits on seller's buying and selling privileges; (v) ship the item back to the seller at the seller's cost (including any customs and duties amounts incurred by StockX); (vi) provide the counterfeit items to law enforcement or destroy the counterfeit items; (vii) temporarily or permanently suspend seller's account, and (viii) charge seller's payment method a minimum of EUR15.00 or an amount up to 15% of the transaction amount, in StockX's sole discretion, as a service fee. Seller hereby agrees that each of the foregoing remedies are reasonable and justified upon StockX's discovery of counterfeit items or fraudulent actions, even if those items or actions were not known by the Seller at the time to be counterfeit or fraudulent (e.g., negligent fraud). Seller understands and agrees that if we provide the counterfeit item to law enforcement, seller's communications and any property claim with respect to that item must be solely with that law enforcement



agency and not with us. We may also use fraud protection measures, including algorithms and automated systems to monitor for fraud, which might result in cancellation of listings or sales or account suspension. If this occurs in error please contact us at <https://help.stockx.com>. We may also require additional identification information from you if you engage in certain high-value transactions or high overall payment volumes through StockX.

If a buyer receives an item that it believes to be counterfeit, the buyer must notify StockX in writing within 3 days after receiving the item, and we will commence an investigation into the item. The buyer shall cooperate with us in the investigation and final disposition of the item, including providing photographs and other evidence of the item, providing the item to law enforcement, destroying the item, or delivering the item back to us, at our direction. If we elect to have the buyer destroy the item, the buyer shall provide reasonable proof of destruction to us. We will refund all fees and costs paid by the buyer for the item (including shipping and handling). In no event may a buyer resell any item (on StockX or elsewhere) that is reasonably believed to be counterfeit.

StockX may monitor the integrity of the StockX marketplace and may take steps to protect the marketplace as determined by StockX in its sole discretion (e.g., if StockX believes a seller or buyer is engaging in market manipulation or fraud, including creating false or "dummy" accounts). If StockX believes that a seller or buyer attempts to interfere with the free and fair operation of the StockX marketplace, or creates artificial, false or misleading information, or information appearing to mislead with respect to pricing or demand for a product on the StockX marketplace (all of the foregoing in StockX's sole discretion), then, without limiting any other rights of StockX, StockX reserves the right to do any or all of the following, in its sole discretion: (i) remove any or all of the user's listings from the Services; (ii) cancel any or all of the user's orders pending through the Services; (iii) withhold any payments due to the user; (iv) place limits on a user's buying and selling privileges; (v) notify law enforcement of the fraudulent activity; (vi) temporarily or permanently suspend the user's account, and (vii) charge the user's credit card an additional service fee of up to EUR1,000 to cover StockX's investigation fees and other related costs and expenses.

## 7. Seller Obligations.

By listing an item for sale (each posting, a "New Ask"), you are making a binding offer to sell that specific item to a buyer who purchases the item for the Ask price you have specified and to ship the item in accordance with our [FAQ](#) as updated from time to time. When a buyer accepts your offer by purchasing your item through our Services, you are contractually and legally bound to deliver that exact item for the specified price. SELLERS MUST SHIP items via the shipping carrier designated by StockX within the specified timeframe provided in the sale confirmation email and must obtain a receipt from the shipping carrier to verify shipment of item. Sellers must ship an item sold on our Sites from the country listed as your address on file. StockX will provide you with a shipping label with such carrier after your Ask is matched by a buyer. You are obligated to monitor your inventory and ensure all listings are accurate. Once a Bid and Ask are matched, under no circumstances may a seller cancel the listing. Failure to fulfill your orders will result in additional charges to you, including a minimum of EUR15.00, or an amount up to 15% of the transaction amount, in StockX's sole discretion. If a seller fails to deliver items to StockX in accordance with these Terms, StockX reserves the right to do any or all of the following, in its sole discretion: (i) charge seller's payment method a minimum of EUR15.00 or an amount up to 15% of the transaction amount, in StockX's sole discretion, as a service fee; (ii) remove any or all of seller's listings from the Services; (iii) cancel any or all of seller's orders pending through the Services; (iv) withhold any payments due to seller; (v) place limits on seller's buying and selling privileges; (vi) temporarily or permanently suspend seller's account.

As a seller, you are required to ensure that the item you are listing exactly matches the image on the New Ask page and meets the applicable [Condition Standard](#). If StockX or a buyer reasonably determines that your item does not conform to the description (including, without limitation, meeting the applicable Condition Standard), or is counterfeit, then, in StockX's sole discretion, we will charge your payment method a minimum of EUR15.00 or an amount up to 15% of the transaction amount, as a service fee, plus additional amounts or, as determined in StockX's discretion, charging you for the cost of a replacement, coupons and gift certificates provided to the buyer, reprinting fees incurred by StockX, rerouting charges imposed by carriers, and refunds to the buyer. StockX has no obligation to return items to a seller that do not conform to the description (including, without limitation, meeting the applicable Condition Standard), or are counterfeit (in which case, StockX may turn those items over to the proper authorities) at your cost. StockX will pay you within a reasonable amount of time following completion of the sale, which occurs when the buyer receives the item. To get paid more quickly, ship your items immediately after your Ask is matched by a buyer. To see the fees applicable to sales transactions, please refer to the New Ask window

where your Ask price is entered. You will also receive fee information via email notification when an Ask goes live, is updated, or a sale occurs.

StockX is acting solely as an intermediary between the sellers and the buyers. We do not assume any liability regarding the proper performance of the purchase agreement you may conclude with a buyer through the platform, except for StockX's specific Services described in Section 2 of these Terms and Conditions. Professional sellers must comply with all laws and regulations applicable to the sale of their products on StockX's live marketplace.

As Seller, you will also comply with all laws and regulations applicable to the Services, including, without limitation, consumer protection laws, provided that you acknowledge StockX's right to subrogate to Buyers against Seller if Buyers exercise their rights of withdrawal and legal warranty against StockX under Section 2.

### 8. Buyer Obligations.

A buyer may place a Bid on an item for sale through the Services. When a Bid matches an Ask, the buyer is obligated to pay for that item. WHEN YOU PLACE A BID, YOU ARE COMMITTING TO PURCHASE THE ITEM AS SOON AS YOUR BID MATCHES A SELLER'S ASK PRICE AND YOU ACKNOWLEDGE THAT PAYMENT OF THE ASK PRICE WILL BE TAKEN FROM YOUR PAYMENT METHOD. To be an eligible buyer you must have a billing address and shipping address within one of the countries that StockX supports. You can see a full list of these countries at [Available Countries](#), which may be updated from time to time. In general, we charge your payment method immediately upon purchase and, when the transaction is complete, we pay the seller. You will not receive any interest on the purchase amount while the transaction is being fulfilled. You might be required to pay certain fees as described when placing your Bid, as updated from time to time. If your payment fails or is rejected for any reason (e.g., purchase exceeds credit card limit, card is cancelled, chargeback is requested), StockX reserves the right to do any or all of the following, in its sole discretion: (i) charge buyer's payment method a minimum of EUR15.00 or an amount up to 15% of the transaction amount, in StockX's sole discretion, as a service fee; (ii) remove any or all of buyer's Bids from the Services; (iii) cancel any or all of buyer's orders pending through the Services; (iv) withhold refunds or payments due to buyer; (v) place limits on buyer's buying and selling privileges; (vi) charge buyer's payment method for costs, expenses and fees incurred by StockX as a result of buyer's action or inaction; and (vii) temporarily or permanently suspend buyer's account.

ALL SALES ARE FINAL ONCE THE ITEM IS AUTHENTICATED AND DELIVERED. If you experience any problems with your purchase or an item, please contact us at <https://help.stockx.com>. If there is a problem with an item you received, you must contact us with a detailed description of the problem. StockX verification labels and stickers attached to items must not be removed.

Prices exclude delivery cost which will be added (at the cost shown) to the total amount due as you select an item. Items ordered will be at your risk from the time of delivery or collection (as the case may be). Ownership of the item(s) ordered will also pass to you on delivery or collection (as the case may be), provided full payment of all sums due in respect of the item(s), including any delivery charges, has been received.

As a consumer, you have the following additional rights:

**Legal warranty:** pursuant to Article 128 et seq. of the Consumer Code, you have legal warranty rights in relation to the products you purchase from the Seller on the Site. The legal warranty operates automatically and free of charge against the Seller in case of non-conformity of the products purchased with respect to the purchase contract. StockX actually assumes all the responsibilities proper to the Seller in relation to the legal warranty acting therefore towards the Buyer as if it were the Seller."

In the event of a lack of conformity, you may request StockX to replace the product, free of charge.

In addition, at your option, you may request StockX a reduction in the price paid or termination of the contract (resulting in a refund of the price paid) if any of the following circumstances occur: (a) replacement is impossible or overly burdensome, (b) StockX has not completed the replacement within a reasonable period of time, or (c) the previously performed replacement has caused you significant inconvenience.

Notwithstanding the above, considering the peculiarities of the platform, StockX will not, under any circumstances, be able to repair the item and, moreover, repairing or replacing the product could often be impossible or excessively expensive for StockX; therefore, the Buyer is aware that, after the reporting of

the conformity defect, StockX could directly offer the Buyer a reduction of the price paid or the termination of the contract (with the consequent reimbursement of the price paid).

StockX, by replacing the Seller, shall be liable to you if the lack of conformity becomes apparent within two years from the date of delivery of the product.

#### 9. Limitations and Restrictions.

StockX does not provide any guarantee that your items will sell and will not provide any compensation for items that do not sell through our Services. StockX also does not guarantee how long it will take for a listing to appear in the Services after it is posted and is not responsible for unsold items resulting from any listing delays. StockX conducts periodic scheduled maintenance as well as unscheduled emergency maintenance from time to time. During maintenance periods the Services (or portions thereof) may be temporarily unavailable. You must not and will not do any of the following:

- use our Services to solicit sales outside of StockX or to contact any user of the Services;
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Services;
- upload or transmit any message, information, data, text, software or images, or other content that is unlawful, immoral, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- engage in abusive treatment of other users of the Services or any StockX employee;
- create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any StockX representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- use any of the Services' communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- upload or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- violate any applicable local, state, national or international law;
- upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright, or other proprietary rights of any party;
- delete or revise any material posted by any other person or entity;
- register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Services if you are not expressly authorized by such party to do so;
- harvest or otherwise collect information about others, including e-mail addresses;
- use StockX's trademarks without our written permission;
- except to the extent permitted by applicable law, copy, reproduce, reverse engineer, modify, decompile, disassemble or otherwise attempt to derive source code from, create derivative works from, distribute, or publicly display any content (except for your information) or software from our Services without the prior express written permission of StockX and the appropriate third party, as applicable;
- commercialize all or any part of the StockX Services;
- use any modified versions of Services, for any reason whatsoever, without the express written consent of StockX;
- upload or distribute files that contain viruses, Trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- use any robot, spider, scraper, or other automated or manual means to access our Services, or copy any information thereon, for any purpose without our express written permission;
- take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure or otherwise interferes with the functioning of the Services;
- attempt to gain any unauthorized access to the Sites or the Services, including computer systems, software, or networks;



- probe, scan, test the vulnerability of or breach the authentication measures of, the Sites or any related networks or systems;
- bypass our robot exclusion headers, robots.txt rules or any other measures we may use to prevent or restrict access to our Services; or
- do anything else that we determine, in our sole discretion, misuses the Services or otherwise negatively impacts our marketplace.

StockX reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your access and/or account. StockX may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by applicable law, StockX reserves the right at all times to disclose any information as StockX deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in StockX's sole discretion. You also agree to reimburse StockX for any damage, loss, cost or expense StockX incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the Services for any unlawful or prohibited purpose.

#### 10. Intellectual Property.

You acknowledge and agree that (i) our patents, copyrights, trademarks, service marks, trade secrets and other intellectual property (collectively, "Intellectual Property") are our sole property, and (ii) nothing in these Terms shall confer in you any right of ownership or license rights in our Intellectual Property. In addition, you shall not now or in the future contest the validity of our Intellectual Property. Without limiting the previous sentence, the Services, including without limitation all text, graphics, logos, buttons, icons, images, audio clips, and computer programs, are the property of StockX or its licensors or suppliers, and are protected by Italian and international intellectual property laws (including copyright and trademark laws). The compilation (meaning the collection, arrangement, and assembly) of all content associated with the Services is the exclusive property of StockX and protected by Italian and international intellectual property (including copyright) law. Any unauthorized reproduction, modification, distribution, transmission, republication, display, or performance of the software or the content through our Services is strictly prohibited.

StockX grants you a personal, non-exclusive, non-transferable, revocable, limited license to use the Sites and the Services solely for your personal or internal use and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the Sites, the Services, or any other content available via the Sites or the Services. All rights not expressly granted to you in these Terms are reserved and retained by StockX.

#### 11. User Content.

If you provide us with any text, graphics, photos or other materials or content ("User Content"), you grant us a non-exclusive, for the entire duration of the maximum protection granted under Italian law, transferable, irrevocable, assignable, royalty-free, fully paid up, sub-licensable (through multiple tiers) right and license to use, reproduce, distribute (through multiple tiers), create derivative works from, publicly perform, display, store, digitally perform, make or deliver digital audio transmissions, encode, transcode, publish (online, through the Services, on any other website(s), as well as through mobile channels, and offline, in print, radio, television or elsewhere), make, have made, sell, offer for sale, import and commercialize User Content, or any portion thereof, in any manner and context, in any way, in any and all media now known or hereinafter developed and on any device(s), whether or not portable, wired, or wireless, without limitation, throughout the universe. The rights you grant above are irrevocable during the entire period of the protection of your intellectual property rights associated with such User Content.

You agree that StockX (i) is not under any obligation, whether of confidentiality, attribution or otherwise, and will not be liable for any use or disclosure of any User Content; (ii) is under no obligation to post, display or otherwise use any User Content; (iii) has no obligation whatsoever to provide you any compensation for the use or display of your User Content or otherwise from the exercise of the rights granted under this Section, even if StockX receives compensation therefrom; (iv) has the right (but not the obligation) to monitor the User Content that you or third parties post, and to alter or remove any such User Content; and (v) has the



right to disclose User Content and the circumstances surrounding its transmission to any third party in order to operate the Services, to protect ourselves and third parties, and to comply with legal obligations or governmental requests.

You are prohibited from posting any libelous, obscene, defamatory, pornographic, or other materials that would violate any laws. You shall be solely responsible for your own User Content and the consequences of posting or publishing it.

You represent and warrant that any information you provide to us, to other users, or to visitors, including but not limited to User Content, (a) is not false, inaccurate, misleading, obscene or defamatory; (b) is not fraudulent; (c) doesn't involve the sale of counterfeit or stolen items; (d) doesn't infringe any third party's copyright, patent, trademark, trade secret, rights of publicity or privacy, or other right; (e) is yours or you have the necessary licenses, rights, consents, and permissions to such information and to grant the rights and licenses to StockX under all patent, trademark, trade secret, copyright or other proprietary or intellectual property rights in and to any and all such information in the manner contemplated in these Terms; (f) doesn't violate any law, statute, ordinance or regulation, including without limitation those governing consumer protection, unfair competition, anti-discrimination or false advertising; and, (g) doesn't contain any viruses or any programming that is intended to damage, interfere with, intercept or expropriate any system, data or personal information; and (h) is not intended to circumvent or violate the letter and spirit of these Terms and the lawful functioning of StockX's marketplace.

You further represent and warrant that you have the written consent, release, and/or permission of each and every person identified in any information you provide, including but not limited to User Content, to use the name or likeness of such person or, if such persons are minors, the written consent, release, and/or permission of such minor's parent or legal guardian.

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to StockX, you acknowledge and agree that: (a) your Contributions don't contain confidential or proprietary information; (b) StockX isn't under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) StockX shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media now known or later developed and throughout the universe; (d) StockX may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of StockX without any obligation of StockX to you; and (f) StockX is free to use any ideas, concepts, or techniques that you send StockX for any purpose, including but not limited to, developing and marketing products that incorporate such ideas, concepts or techniques; and (g) you aren't entitled to any compensation or reimbursement of any kind from StockX under any circumstances.

## 12. Indemnity.

To the extent permitted by the applicable law, you shall indemnify, defend and hold StockX and our affiliates and their respective officers, directors, agents and employees harmless from and against all claims, demands, suits or other proceedings, and resulting loss, damage, liability, costs, interest and expenses (including reasonable attorneys' fees) brought by any third party or governmental claim or demand that involves, relates to or concerns (a) your listing or sale of any counterfeit, stolen, or illegal merchandise or goods, (b) your breach of any provision of the Terms, (c) your improper use of the Services, (d) your violation of any law or the rights of a third party, or (e) federal, state, county, city, or other tax obligation or amounts due or owing under any tax regulation, law, order or decree. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms.

## 13. Disclaimer of Warranties; Limitations of Liability.

To the maximum extent permitted by applicable law, You covenant not to sue StockX, and agree that you will not hold StockX responsible, for other users' content, actions, or inactions. StockX is a marketplace for consumer goods. You acknowledge that you are buying items from a third party, not StockX. While we may help as your commercial agent facilitate the resolution of disputes, we have no control over and do not guarantee the accuracy, quality, safety, truth, accuracy or legality of User Content, listings, and/or items listed or sold.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STOCKX AND/OR OUR THIRD PARTY SUPPLIERS OR LICENSORS DO NOT REPRESENT, WARRANT OR COVENANT THAT THE SYSTEM AND THE SERVICES, ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND

TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU OR ANY THIRD PARTY MAY CHOOSE TO PUT THEM, THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SYSTEM AND SERVICES, ARE FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. STOCKX PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE SYSTEM AND THE SERVICES WITHOUT NOTICE. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STOCKX ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SYSTEM OR THE SERVICES. STOCKX SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE SYSTEM OR THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT YOU ARE MAKING USE OF OUR SERVICES, AT YOUR OWN RISK, AND THAT THE SERVICES ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. STOCKX (INCLUSIVE OF ANY OF ITS SERVICE PROVIDERS AND LICENSORS) MAKES NO WARRANTY OR GUARANTIES OF ANY KIND WITH RESPECT TO OUR SERVICES, ANY ITEMS, ANY USER CONTENT, OR THAT SELLERS OR BUYERS WILL PERFORM AS PROMISED. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL EXPRESS OR IMPLIED WARRANTIES, TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

THE AGGREGATE LIABILITY OF STOCKX, OR ITS AFFILIATED COMPANIES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES, LEGAL REPRESENTATIVES, AND SUPPLIERS, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING ANY OF THE FOREGOING, IF STOCKX, ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, OR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF ANY OF THE FOREGOING, IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OR THE SERVICES, STOCKX AND SUCH PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED (A) THE AMOUNT OF FEES IN DISPUTE NOT TO EXCEED THE TOTAL FEES WHICH YOU PAID TO US IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, OR (B) EUR100.

#### 14. Disputes with StockX.

You and StockX agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of the Terms or your use of, or access to, the Services, will be dealt with by the court of your place of residence.

You may also apply for an out-of-court mechanism to solve any lawsuit relating to the Terms with the competent bodies. For example, the European Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> provides information about alternative dispute resolution in the European Union which may be of interest, but you are free to choose an alternative out-of-court mechanism.

If you are a seller and you wish to raise a complaint in connection with these Terms and/or the Services then you can contact Customer Services on the details provided on this [FAQ](#) page, as may be updated from time to time. Your complaint will then be escalated to the relevant StockX team to consider. We will try our best to provide you with an initial response within 48 hours and, in any event, within a reasonable time frame (taking into account the importance and complexity of the complaint). We will attempt to resolve the complaint within 30 days of receipt.

A seller may request that a complaint is treated and recorded as a regulatory complaint and considered by us in accordance with Regulation (EU) 2019/1150 (the "Platform to Business Regulation") by notifying us in writing of such request (as part of their complaint notice) to Customer Services, provided that the complaint is in relation to the one or more of the following issues:

- (d) alleged non-compliance by StockX with any of its obligations laid down in the Platform to Business Regulation;

- (e) technological issues which relate directly to the provision of the Services; and/or
- (f) measures taken by, or the behaviour of, StockX which relate directly to the provision of the Services.

In addition to utilising the complaints procedure described above, if you are a seller, the dispute may be referred by either you or us at any time to the Centre for Effective Dispute Resolution ("CEDR") for mediation. Unless otherwise agreed between you and us within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. You may not refer a dispute to mediation if there has been a previous mediation process on the same subject matter in respect of which a mediator held you did not act in good faith, or where you have made repeated unsuccessful mediation attempts.

Nothing in this section will prevent any sellers or us from commencing or continuing any legal proceedings at any time in relation to any dispute or complaint.

#### 15. Hyperwallet Accounts.

In order to use the bank transfer functionality of the StockX application, you must activate an account provided by Hyperwallet Systems Inc. ("Hyperwallet") and you must accept the Hyperwallet Terms of Service <https://www.hyperwallet.com/agreements-terms/> and Privacy Policy <https://www.hyperwallet.com/privacy-policy/>. Any funds held in the Hyperwallet account are held by Hyperwallet's financial institution partners as set out in the Hyperwallet Terms of Service. You authorize StockX to share your identity and account data with Hyperwallet for the purposes of opening and supporting your Hyperwallet account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Hyperwallet account through the StockX account. Hyperwallet account notifications will be sent by Hyperwallet. StockX will provide customer support for your Hyperwallet account activity, and can be reached at <https://help.stockx.com>.

#### 16. Electronic Communications.

When you use the Services, or send e-mails, text messages, and other communications from your computer or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication.

#### 17. Typographical Errors.

The Sites and the Services could include technical inaccuracies or typographical errors. StockX shall have no liability in connection with any such inaccuracies or errors, nor shall StockX have any obligation to identify and/or correct any such inaccuracies or errors.

#### 18. Links to Other Websites.

For your convenience, certain hyperlinks may be provided on the Sites and Services that link to other websites or social media platforms which are not under the control of StockX (the "Linked Websites"). StockX does not endorse or sponsor any Linked Websites and is not responsible for the availability, accuracy, content, or any other aspect of the Linked Websites. StockX disclaims all liability for such Linked Websites, for all access to and use thereof, and for use of the links to such Linked Websites. We also disclaim all liability, and make no representations or warranties, with respect to any products or services made available, sold, or provided to you by any third party. Your use of Linked Websites and any purchases of products or services from such Linked Websites are subject to the terms and conditions of such other websites. You agree that you will bring no suit or claim against StockX arising from or based upon any such use of any Linked Websites. Hyperlinks to such Linked Websites on the Sites and Services do not imply that: (a) StockX is affiliated or associated with any Linked Website; (b) StockX is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in connection with or accessible through such links; or (c) any Linked Site is authorized to use any trademark, trade name, logo, or copyright symbol of StockX.



**19. Your Personal Information**

Use of your personal information submitted to or via the Site is governed by our Privacy Policy. We will only use your personal information in accordance with our Privacy Policy. Please take the time to read this carefully, as it indicates important information about how we collect and use personal information.

**20. Disclaimer of Third Party Information.**

To the extent that any information, material, or functionality on the Services is provided by third party content providers ("Third Party Materials"), StockX has no editorial control or responsibility over such Third Party Materials. Therefore, any opinions, statements, products, services or other Third Party Materials are those of the applicable third party. StockX does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your use of any Third Party Materials will not infringe rights of third parties not owned by or affiliated with Company.

**21. General.**

These Terms and all terms and policies posted through our Services (as each may be revised and amended from time to time according to their respective terms) constitute the entire agreement between you and StockX relating to your use of our Services, and supersede all prior understandings and agreements parties. You consent to receive notice by email to the address provided at registration. If any provision of the Terms is held to be invalid, void, or unenforceable under any circumstances, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions of the Terms. Any waiver of any provisions contained in these Terms by StockX shall not be deemed to be a waiver of any other right, term, or provision of these Terms. Any rights not expressly granted herein are reserved. StockX may assign or transfer our rights and obligations under these Terms at any time. You may not assign or transfer your rights or obligations under these Terms, or any of your rights or obligations, without the prior written consent of StockX, which we can refuse in our sole discretion. No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these Terms, your use of the Services, or the provision of our Services. You may not enter into any contract on our behalf or bind us in any way. These Terms are for your benefit only, not for the benefit of any third party except for StockX's permitted successors and assigns. These Terms shall be governed by the laws of Italy, without regard to conflicts of laws provisions. Any dispute between you and us regarding these Terms or the Site will be dealt with by the courts of your place of residence. The parties each hereby disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods.

**22. Mobile Applications and In-App Purchases**

You acknowledge and agree that the availability of our mobile application is dependent on the third party stores from which you download the application, e.g., the App Store from Apple or the Android app market from Google (each an "App Store"). Each App Store may have its own terms and conditions to which you must agree before downloading mobile applications from such store, including the specific terms relating to Apple App Store set forth below. You agree to comply with, and your license to use our application is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms of Use, the more restrictive or conflicting terms and conditions in these Terms of Use apply.

Through our mobile applications, you may purchase ("In-App Purchase") certain goods or features designed to enhance the performance of the Services. When you make an In-App Purchase, you are doing so through either the Apple iTunes service or the Google Play service and you are agreeing to their respective Terms and Conditions, available at <http://www.apple.com/legal/internet-services/itunes/us/terms.html> and [http://play.google.com/intl/en\\_us/about/play-terms.html](http://play.google.com/intl/en_us/about/play-terms.html)). StockX is not a party to any In-App Purchase.

**23. Apple App Store**

These Terms apply to your use of all the Services, including our iOS applications (the "Application") available via the Apple, Inc. ("Apple") App Store, but the following additional terms also apply to the Application:

- (l) Both you and StockX acknowledge that the Terms are concluded between you and StockX only, and not with Apple, and that Apple is not responsible for the Application or the Content;



- (m) The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- (n) You will only use the Application in connection with an Apple device that you own or control;
- (o) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- (p) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- (q) You acknowledge and agree that StockX, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- (r) You acknowledge and agree that, in the event of any third-party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, StockX, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- (s) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- (t) Both you and StockX acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and
- (u) Both you and StockX acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.
- (v) In the event you use the Application to provide you with real-time route guidance, YOUR USE OF THIS REAL-TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

## 24. Ranking information

Buyers can find, bid on and purchase sellers' products on the Sites by browsing through products by product category (for example, sneakers, streetwear and collectibles), and by entering a specific query in the search box available. The main factors StockX considers when presenting results on the Sites' main web-pages and product category pages are popular brands (based on views for those brands), popular products (based on views for those products), new lowest asks (the products with the most recently listed lowest asks) and new highest bids (the products with the most recently listed highest bids). The main factor StockX considers when presenting results on the Sites' individual brand pages and in response to specific search queries is popular products (based on views for those products). If a customer is logged in to their account, there will also be a section presented to the customer with recommended products based on that customers' clicks on the Sites.

## 25. Access to data

StockX will have access to buyers' and sellers' personal data which it shall use in accordance with StockX's [Privacy Policy](#), as updated from time to time. StockX will also have access to non-personal data provided by buyers and sellers for the use of the Services or which is generated through the provision of those Services. This includes, for example, information on sellers' products to be displayed for purchase on the Sites, information provided by buyers and sellers when creating an account and information on all product purchases on the Sites. StockX shares information it has access to with third party service providers in order to provide the Services and improve customer experience. StockX will also retain such information after a seller deactivates or terminates their account, in accordance with applicable law.

Sellers will have access to certain data through their online profile. This includes, for example, detail on

their own sales history, including previous asks and bids. Sellers can request access to data about them after deactivating or terminating their account which StockX may be able to provide, provided that the data is still available, and it is permitted to do so under applicable law. Sellers will not have access to any personal data provided by buyers. Sellers will also have access to certain data that is publicly made available on the Sites. This includes, for example, ask and bid prices, product descriptions and the relative popularity of products sold on the Sites.

## Germany

If you reside in Germany, the Terms are modified as follows:

## Chapter 1: General Provisions

### General Terms, Scope

- 0.1 These are the terms and conditions of use for <https://stockx.com/> ("Site"). The Site is operated by StockX LLC of 1046 Woodward Ave, Detroit, MI 48226 USA ("StockX," "we," "us", or "our") and is a live marketplace that allows users to research, buy and sell certain consumer goods. These Terms and Conditions of Use, our [Marketplace FAQs](#) (the "FAQS"), and all other requirements posted on our websites, all of which are incorporated into these Terms and Conditions of Use by reference and as amended from time to time (collectively, "Terms") describe the terms and conditions on which we provide our websites (the "Sites"), services, data, software, applications (including mobile applications) and tools (collectively "Services") to you, whether as a guest or a registered user. Not all FAQs may be applicable to the German market.
- 0.2 In these Terms, "you" and "your" refer to (a) you, the individual accessing and/or using the Services, (b) any electronic agent accessing the Sites and/or using the Services on behalf of an individual or business entity, and (c) the business entity on whose behalf an individual or electronic agent is accessing the Sites and/or using the Services.
- 0.3 Your use of the Sites and Services will be subject to these Terms and by using them you agree to be bound by them. These Terms create a legal contract between you and us. Please read them carefully. We will collect and process personal data in accordance with our Privacy Policy <https://stockx.com/privacy>.
- 0.4 By using our Sites and Services, or by clicking to accept these Terms, you accept and agree to be bound and abide by these Terms in full. If you do not agree to these Terms, do not use our Sites or any portion of the Services. For all purposes, the English version of the Terms shall be the original, binding instrument and understanding of the parties. In the event of any conflict between the English version of the Terms and any translation into any other language, the English version shall prevail and control.
1. Changes to Terms and Policies.
  - 1.1 StockX may in our discretion change these Terms (including the FAQs or any policy) at any time, but if we do, we will place a notice on our Site. We may also send you an email and/or notify you by some other means. Changes take effect on the date set out in the Terms. Unless required by law to amend the Terms with immediate effect, StockX will, where applicable, provide sellers with at least 15 days' notice of any changes which affect them. You should view these Terms often to stay informed of any changes that may affect you. YOUR CONTINUED USE OF THE SITE AND/OR SERVICES AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY OF THE CHANGES, YOU MUST CANCEL YOUR ACCOUNT AND NOT USE ANY PORTION OF THE SERVICES.
  - 1.2 The version of these Terms posted on our Sites on each respective date you visit the Sites will be the Terms applicable to your access and use of the Services on that date. Our electronically or otherwise properly stored copies of these Terms and the Privacy Policy shall be deemed to be the true, complete, valid, and authentic copies of the version of the Terms and the Privacy Policy that were in force on each respective date you visited the Sites. We reserve the right to terminate

these Terms, or to refuse, restrict, or discontinue access to or use of the Services (or any portions, components, or features thereof) to you or any other person or entity, if you are in breach of the Terms or for any reason or for no reason whatsoever, at any time, without notice or liability. Save where otherwise permitted by applicable law, StockX will provide sellers and buyers with 30 days' notice of termination of the whole of the Services.

## Chapter 2: Terms of Use of StockX Live Marketplace

The terms and conditions in this Chapter 2 apply for sellers and buyers likewise and provide for the terms of use of the StockX Live Marketplace.

### 2. About StockX Live Marketplace.

2.1 The Site and Services are intended for use only by persons who are at least 18 years of age. By using the Site and Services you confirm that you meet this requirement and that, if you are under the age of 18, you have received permission from your parent or guardian before using the Site and Services.

2.2 StockX allows third party sellers to list and sell their products in a live marketplace on the Site and Services. A seller is a party that lists and sells a product to StockX, and a buyer is a party that buys a product from StockX using the Services. Sellers' products will be made available for sale on all of our Sites and mobile applications. Buyers and sellers must create an account to purchase or sell items on the StockX platform (see Section 4). Buyers and sellers can delete or deactivate their account by following the options available on our FAQ page, as applicable to sellers and buyers in Germany and as updated from time to time.

- **Matching:** Buyer may place bids, and seller may place asks on the platform for specific items. If a seller uses the StockX platform to place an item for a fixed or minimum price which matches a buyer's bid, the seller makes a binding offer with StockX to conclude a contract for this item at this fixed or minimum price. If a buyer uses the StockX platform to place a bid offering a fixed or maximum price for a specific item which matches a seller's ask, the buyer makes a binding offer with StockX to conclude a contract for this item at this fixed or maximum price.
- **Buy now:** The seller may also activate the "buy now" function. If the buyer uses the "buy now" feature, which will attempt to automatically match a buyer with a seller at the lowest overall ask price, the buyer makes a binding offer with StockX to conclude a contract for this item at this lowest overall ask price. the contract will be concluded as between buyer and StockX, and StockX and the seller, at the moment where the buyer clicks on the "Buy now" button and the transaction is successfully completed.
- **Sell now:** If the seller uses the "sell now" feature, which will attempt to automatically match a seller with a buyer at the highest bid, the contract will be concluded as between seller and StockX, and StockX and the buyer, at the moment where the seller clicks on the "Sell now" button and the transaction is successfully completed.
- In these scenarios the contracts concluded between buyer and StockX, and seller and StockX, are under the condition that the article's authenticity and quality is approved by StockX. In the event that StockX determines that the article is not authentic or does not meet the condition standards, StockX shall have the right to negate the contracts between StockX and buyer and StockX and seller, and will refund the buyer and return the product to the seller (unless destroyed or disposed of pursuant to Section 8). For the sake of clarity, in all of the above scenarios, the seller is determining the ask price in the transaction, and not StockX.

2.1 A further description of the live marketplace process and the rules applicable to buyers and sellers is available on our [FAQ](#) page, as updated from time to time. Please note that these are global FAQ and may partly not apply to the use of the Services in Germany. Although StockX might provide historical pricing data to the buyer and seller, we do not set prices for the items and StockX is not an auctioneer.

2.2 Because sellers set prices, they may be higher than retail value of the products sold on our Site.



Any item valuations displayed through the Services are estimates only. StockX does not guarantee that any item will sell. StockX reserves the right to investigate complaints and violations of these Terms and, to the extent permitted by applicable law, may take any actions we deem appropriate, including suspending a buyer or seller account and charging your payment method for costs we incur as a result of the violation. Although the Services are anonymous and we generally do not share your information with other buyers and sellers, we may share your information with law enforcement and professional advisers under an obligation of confidentiality as part of an investigation related to any alleged violation of law or these Terms in accordance with our [Privacy Policy](#), and we may respond to all inquiries initiated by law enforcement or other governmental agencies. You agree that we may charge your credit card or other payment method for amounts you owe as described in these terms, as well as any costs or losses arising from your violation of the Terms.

- 2.3 The Services are accessible to certain international sellers and buyers. StockX may provide access to certain features and tools to international sellers and buyers, such as estimated local currency conversion and integrated international shipping, customs and tax tools. Sellers and buyers are responsible for complying with all laws and regulations applicable to the international sale, purchase, and shipment of items.

### 3. Accounts, Passwords, and Security.

To view or browse the live marketplace, you must create an account using an email address and password or other account creation tools offered on the Services, such as a social media account. To offer items for sale ("Ask") or offer to purchase items ("Bid"), you must create an account and have a valid credit card or other approved payment method on file with our third-party payment processors. When you register to create an account with us, you agree to provide accurate information about yourself and must not register under a false name or age or use an unauthorized payment method. If you use any Service, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify StockX immediately upon learning of any unauthorized use of your account or password, or any other unauthorized access or breach of security. However, you may be held liable for losses incurred by StockX or any other person or entity due to another person using your account or password. You may not use any other user's account or password at any time without the express permission and consent of the holder of that account or password. You may not transfer or assign your account.

### 4. Limitations and Restrictions.

StockX conducts periodic scheduled maintenance as well as unscheduled emergency maintenance from time to time. During maintenance periods the Services (or portions thereof) may be temporarily unavailable. You must not and will not do any of the following:

- use our Services to solicit sales outside of StockX or to contact any user of the Services;
- use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Services;
- upload or transmit any message, information, data, text, software or images, or other content that is unlawful, immoral, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- engage in abusive treatment of other users of the Services or any StockX employee;
- create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any StockX representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- use any of the Services' communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text);
- upload or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain



- letters", "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- violate any applicable local, state, national or international law;
- upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright, or other proprietary rights of any party;
- delete or revise any material posted by any other person or entity;
- register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any Services if you are not expressly authorized by such party to do so;
- harvest or otherwise collect information about others, including e-mail addresses;
- use StockX's trademarks without our written permission;
- except to the extent permitted by applicable law (including, in the United States, the Copyright Act 1968 (Cth)), copy, reproduce, reverse engineer, modify, decompile, disassemble or otherwise attempt to derive source code from, create derivative works from, distribute, or publicly display any content (except for your information) or software from our Services without the prior express written permission of StockX and the appropriate third party, as applicable;
- commercialize all or any part of the StockX Services;
- use any modified versions of Services, for any reason whatsoever, without the express written consent of StockX;
- upload or distribute files that contain viruses, Trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- use any robot, spider, scraper, or other automated or manual means to access our Services, or copy any information thereon, for any purpose without our express written permission;
- take any action that imposes or may impose (to be determined in our sole discretion) an unreasonable or disproportionately large load on our infrastructure or otherwise interferes with the functioning of the Services;
- attempt to gain any unauthorized access to the Sites or the Services, including computer systems, software, or networks;
- probe, scan, test the vulnerability of or breach the authentication measures of, the Sites or any related networks or systems;
- bypass our robot exclusion headers, robots.txt rules or any other measures we may use to prevent or restrict access to our Services; or
- do anything else that we determine, in our sole discretion, misuses the Services or otherwise negatively impacts our marketplace.

StockX reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension or termination of your access and/or account. StockX may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by applicable law, StockX reserves the right at all times to disclose any information as StockX deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in StockX's sole discretion. You also agree to reimburse StockX for any damage, loss, cost or expense StockX incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the Services for any unlawful or prohibited purpose.

#### 5. Counterfeits, Fraud, and Market Manipulation.

StockX may monitor the integrity of the StockX marketplace and may take steps to protect the marketplace as determined by StockX in its sole discretion (e.g., if StockX believes a seller or buyer is engaging in market manipulation or fraud, including creating false or "dummy" accounts). If StockX believes that a seller or buyer attempts to interfere with the free and fair operation of the StockX marketplace, or creates artificial, false or misleading information, or information appearing to mislead with respect to pricing or demand for a product on the StockX marketplace (all of the foregoing in StockX's sole discretion), then, without limiting any other rights of StockX, StockX reserves the right to do any or all of the following, in its sole discretion: (i) remove any or all of the user's listings from the Services; (ii) cancel any or all of the user's orders pending through the Services; (iii) withhold any payments due to the user; (iv) place limits on a user's buying and selling privileges; (v) notify law enforcement of the fraudulent activity; (vi) temporarily or permanently suspend the user's account, and (vii) charge the user's credit card an additional service fee of up to

\$1,000 to cover StockX's investigation fees and other related costs and expenses.

### Chapter 3: Terms of Purchase Applicable for Seller on StockX Live Marketplace

The terms and conditions in this Chapter 3 describe the rights and obligations of the seller. They do not apply to any buyer. They only apply if the seller is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

#### 6. Contract between StockX and seller

The formation and validity of the contract between StockX and the seller is subject to the conditions of Section 3.2. This concerns, inter alia, the item's proper condition, which shall meet the authenticity requirements and StockX' condition standards as confirmed by StockX after the seller delivered the item to StockX.

#### 7. Authentication; Shipping and Handling.

7.1 As part of the purchase transaction, the seller will ship the item to StockX and StockX will visually inspect the item and use commercially reasonable efforts to confirm it is authentic and meets our condition standards. If StockX determines the item is authentic and meets our condition standards, StockX will ship the item to the buyer. If StockX cannot reasonably confirm the authenticity of the item or determines it is not authentic or does not meet our condition standards, then we will notify the buyer and the seller that the item has not passed authentication. In such event, the contract between seller and StockX shall be null and void. At the costs of the seller, we will return the item to the seller or destroy the item as set forth in Section 9. If the buyer has made any payment already, we will issue a refund to the buyer. Any additional costs arising out of or in connection with the seller's item's failure to meet the authenticity requirements and/or StockX' condition standards shall be borne by the seller.

7.2 Additionally, StockX has the right to reject any item for cause, including but not limited to, authenticity, failure to meet our condition standards, or damage of the item.

7.3 StockX policy requires sellers to ship items within the specified timeframe provided in the sale confirmation email after purchase.

7.4 Ownership of the product will pass to StockX following successful authentication of the product and shall pass to the buyer upon shipment immediately following authentication.

#### 8. Counterfeits, Fraud, and Market Manipulation.

8.1 StockX takes counterfeiting, fraud and market manipulation very seriously. If a seller provides a counterfeit item or attempts to defraud any buyer or StockX, StockX reserves the right to do any or all of the following, in its sole discretion: (i) remove any or all of seller's listings from the Services; (ii) cancel any or all of seller's orders pending through the Services; (iii) withhold any payments due to seller; (iv) place limits on seller's buying and selling privileges; (v) ship the item back to the seller at the seller's cost (including any customs and duties amounts incurred by StockX); (vi) provide the counterfeit items to law enforcement or destroy the counterfeit items, (vii) temporarily or permanently suspend seller's account, and (viii) charge seller's payment method a minimum of \$15.00 USD or an amount up to 15% of the transaction amount, in StockX's sole discretion, as a service fee. Seller hereby agrees that each of the foregoing remedies are reasonable and justified upon StockX's discovery of counterfeit items or fraudulent actions, even if those items or actions were not known by the Seller at the time to be counterfeit or fraudulent (e.g., negligent fraud).

8.2 Seller understands and agrees that if we provide the counterfeit item to law enforcement, seller's communications and any property claim with respect to that item must be solely with that law enforcement agency and not with us. We may also use fraud protection measures, including algorithms and automated systems to monitor for fraud, which might result in cancellation of listings or sales or account suspension. If this occurs in error please contact us at <https://help.stockx.com>. We may also require additional identification information from you if you engage in certain high-value transactions or high overall payment volumes through StockX.

## 9. Seller Obligations.

- 9.1 By listing an item for sale (each posting, a "New Ask"), you are making a binding offer to sell that specific item to StockX, and to ship the item in accordance with our FAQ as applicable to you and as updated from time to time. When your ask is matched by a buyer and the contract is concluded with StockX, you are contractually and legally bound to sell that item and deliver that exact item to StockX for the specified price.
- 9.2 SELLERS MUST SHIP items to StockX via the shipping carrier designated by StockX within the specified timeframe provided in the sale confirmation email and must obtain a receipt from the shipping carrier to verify shipment of item. Sellers must ship an item sold on our Sites from the country listed as your address on file (e.g., if your address on file is located in Germany, you cannot use the shipping label provided to you to ship the item from France). StockX will provide you with a shipping label with such carrier after your Ask is matched by a buyer. You are obligated to monitor your inventory and ensure all listings are accurate.
- 9.3 Once a Bid and Ask are matched, under no circumstances may a seller cancel the listing. Failure to fulfill your orders will result in additional charges to you, including a minimum of \$15.00 USD, or an amount up to 15% of the transaction amount, in StockX's sole discretion. If a seller fails to deliver items to StockX in accordance with these Terms, StockX reserves the right to do any or all of the following, in its sole discretion: (i) charge seller's payment method a minimum of \$15.00 USD or an amount up to 15% of the transaction amount, in StockX's sole discretion, as a service fee; (ii) remove any or all of seller's listings from the Services; (iii) cancel any or all of seller's orders pending through the Services; (iv) withhold any payments due to seller; (v) place limits on seller's buying and selling privileges; (vi) charge seller's payment method for costs, expenses and fees incurred by StockX as a result of seller's action or inaction, including charging seller for the cost of a replacement, coupons and gift certificates provided to the buyer, reprinting fees incurred by StockX, rerouting charges imposed by carriers, and refunds to the buyer; and (vii) temporarily or permanently suspend seller's account.
- 9.4 As a seller, you are required to ensure that the item you are listing exactly matches the image on the New Ask page and meets the applicable Condition Standard. If StockX or a buyer reasonably determines that your item does not conform to the description (including, without limitation, meeting the applicable Condition Standard), or is counterfeit, then, in StockX's sole discretion, we will charge your payment method a minimum of \$15.00 USD or an amount up to 15% of the transaction amount, as a service fee, plus additional amounts or, as determined in StockX's discretion, charging you for the cost of a replacement, coupons and gift certificates provided to the buyer, reprinting fees incurred by StockX, rerouting charges imposed by carriers, and refunds to the buyer. StockX has no obligation to return items to a seller that do not conform to the description (including, without limitation, meeting the applicable Condition Standard), or are counterfeit (in which case, StockX may turn those items over to the proper authorities). StockX will pay you within a reasonable amount of time following completion of the sale. To get paid more quickly, ship your items immediately after your Ask is matched by a buyer. To see the fees applicable to sales transactions, please refer to the New Ask window where your Ask price is entered. You will also receive fee information via email notification when an Ask goes live, is updated, or a sale occurs.
- 9.5 Professional sellers must comply with all laws and regulations applicable to the sale of their products on StockX's live marketplace.

## 10. Price and Payment

- 10.1 Seller shall sell the items and StockX shall buy the items at the prices as agreed upon in accordance with Section 3.2.
- 10.2 Seller shall be paid following StockX's confirmation that the item meets the authenticity requirements and StockX's condition standards. Unless otherwise agreed, we will pay the purchase price within 30 days net.
- 10.3 The seller is responsible and agrees to collect, pay, report and remit any and all local, state, provincial, federal, or international duties and taxes (including VAT and sales tax) that may be due by the Seller with respect to the sales transaction.



**11. Fees, Promotional/Discount Codes and Taxes**

11.1 We will charge sellers a service fee for the Services as described in this FAQ.

11.2 StockX may sometimes furnish an alphanumeric code that can be used for promotions or discounts for purchases on our sites. These promotional or discount codes may be sent via email to our registered users, presented on our Sites or circulated at events and through other means and, are subject to applicable promotional or discount terms.

**12. Warranty, Inspection**

12.1 Statutory warranty rights apply. The seller warrants in particular that all items delivered will be free from defects in material and workmanship. The seller also warrants that the goods are in his absolute property and none are subject of any option, right to acquire, assignment, mortgage, charge, lien or hypothecation or any other encumbrance whatsoever or the subject of any factoring arrangement, hire-purchase, conditional sale or credit sale agreement, or subject to any other rights of third parties.

12.2 StockX shall not be obliged to inspect incoming goods. Section 377 of the German Commercial Code (HGB) shall be limited to an external random inspection of the Supplier's deliveries for obvious defects.

**13. Withdrawal**

StockX shall be entitled to immediately withdraw from a contract of a specific item with the seller, if the buyer withdraws from his contract with StockX due to any circumstance outside the control of StockX, including revocation under Section 20.

**14. Right of Retention**

The seller shall not be entitled to assert rights of retention and/or rights to refuse performance against StockX unless the underlying claims have been acknowledged, are undisputed or have been finally adjudicated.

**15. Restrictions**

StockX does not provide any guarantee that your items will sell and will not provide any compensation for items that do not sell through our Services. StockX also does not guarantee how long it will take for a listing to appear in the Services after it is posted and is not responsible for unsold items resulting from any listing delays.

**Chapter 4: Terms of Sale Applicable for Buyers on StockX Live Marketplace**

The terms and conditions in this Chapter 4 describe the rights and obligations of the buyer. They do not apply to any seller.

**16. Contract between StockX and buyer**

The formation and validity of the contract is subject to Section 3.2 and the provisions of this Chapter 4. This concerns, inter alia, that StockX will only accept buyer's binding offer after confirming the item's proper condition, which shall meet the authenticity requirements and StockX's condition standards after the seller delivered the item to StockX.

**17. Buyer Obligations.**

17.1 A buyer may place a Bid on an item for sale through the Services. When a Bid matches an Ask, the buyer is obligated to pay for that item. WHEN YOU PLACE A BID, YOU ARE COMMITTING TO PURCHASE THE ITEM AS SOON AS YOUR BID MATCHES A SELLER'S ASK PRICE AND YOU ACKNOWLEDGE THAT PAYMENT OF THE ASK PRICE WILL BE TAKEN FROM YOUR PAYMENT METHOD.

17.2 To be an eligible buyer you must have a billing address and shipping address within one of the

countries that StockX supports. You can see a full list of these countries at [Available Countries](#), which may be updated from time to time.

- 17.3 In general, we charge your payment method immediately upon purchase. You will not receive any interest on the purchase amount while the transaction is being fulfilled. You might be required to pay certain fees as described when placing your Bid, as updated from time to time. If your payment fails or is rejected for any reason (e.g., purchase exceeds credit card limit, card is cancelled, chargeback is requested), StockX reserves the right to do any or all of the following, in its sole discretion: (i) charge buyer's payment method a minimum of \$15.00 USD or an amount up to 15% of the transaction amount, in StockX's sole discretion, as a service fee; (ii) remove any or all of buyer's Bids from the Services; (iii) cancel any or all of buyer's orders pending through the Services; (iv) withhold refunds or payments due to buyer; (v) place limits on buyer's buying and selling privileges; (vi) charge buyer's payment method for costs, expenses and fees incurred by StockX as a result of buyer's action or inaction; and (vii) temporarily or permanently suspend buyer's account.
- 17.4 ALL SALES ARE FINAL ONCE THE ITEM IS AUTHENTICATED AND DELIVERED, AND NO REFUND REQUESTS WILL BE HONORED REGARDLESS OF THE CURRENT VALUE OF THE ITEM, UNLESS PROVIDED UNDER THE APPLICABLE LAW.
- 17.5 If you experience a problem with your purchase or an item, please contact us at <https://help.stockx.com>. StockX verification tags or stickers that are attached to items must not be removed, or the items will not be eligible for return or exchange under any circumstance (including damage in transit).
- 17.6 Prices include a processing fee, applicable import duties and delivery cost. The delivery cost and processing fee will be shown at checkout. Items ordered will be at your risk from the time of delivery or collection (as the case may be). Ownership of the item(s) ordered will also pass to you upon shipment of the goods from StockX's location following authentication, provided full payment of all sums due in respect of the item(s), including any delivery charges, has been received. Potential claims against the StockX, including warranty claims and the right to withdrawal, if any, remain unaffected.
18. **Shipment**
  - 18.1 Because StockX cannot control the amount of time it takes for the item to reach StockX, we cannot guarantee a specific delivery timeframe for any items. Once we receive the item from the seller it generally takes 1-2 business days for StockX to authenticate the item and ship it to a buyer.
  - 18.2 If a buyer does not receive an item, the buyer can contact us at <https://help.stockx.com>. Shipping will be charged per item and no additional taxes, duties or applicable tax will be collected by StockX upon delivery of your item. Shipping rates are based on the average size and weight of an item. Some items that are larger and/or heavier will incur additional shipping costs. These costs will be included in the price breakdown at the time a buyer makes their purchase.
19. **Right of Withdrawal**
  - 19.1 As a buyer, you have the right to withdraw from the contract with StockX within fourteen days without giving any reason.
  - 19.2 The withdrawal period will expire after fourteen days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. In the case of a contract for several goods that you have purchased as part of a single auction and which are delivered separately, the period begins on the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good. In the case of a contract for the delivery of goods in several lots or pieces, the period begins on the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece.

To exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail), sent to:

StockX LLC  
 1046 Woodward Avenue  
 Detroit MI 48226  
 USA  
[withdrawal@stockx.com](mailto:withdrawal@stockx.com)

You may use the model withdrawal form available on the Site, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### 19.3 Effects of withdrawal:

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. You must return or hand over the goods to us immediately and in any case no later than within fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods. You will only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the condition, properties and functioning of the goods.

To return the item(s), you should package the parcel securely (making sure you include a note of your name and address (enclosing any returns slip, if you have been provided with one) inside the parcel). You are advised to obtain adequate postal/carriage insurance to cover the value of the contents. Please retain your proof of posting/dispatch and tracking information, if applicable, until your refund has been processed. Nothing in this section affects your legal rights.

### 20.4 Model withdrawal form

If you want to cancel the contract, please fill out this form and send it back to

StockX LLC, 1046 Woodward Avenue, Detroit MI 48226, USA, [withdrawal@stockx.com](mailto:withdrawal@stockx.com):

I / we (\*) hereby revoke the contract concluded by me / us (\*) for the purchase of the following goods (\*) / the provision of the following service (\*) Ordered on (\*) / received on (\*) Name of the consumer (s) Address of the consumer (s) Signature of the consumer (s) (only when notified on paper) date

--- (\*) Delete where inapplicable.

## 20. Price and Payment

20.1 StockX shall sell the items and buyer shall buy the items at the prices as agreed upon in accordance with Section 3.2.

20.2 Stock will charge your payment method upon confirmation of a price match or acceptance of your Buy Now offer.

20.3 The buyer is responsible to pay any and all local, state, federal, or international duties and taxes (including sales taxes) that may be due with respect to your purchase transaction.

## 21. Fees, Promotional/Discount Codes and Taxes



- 21.1 We will charge buyers a service fee for the Services as described in this [FAQ](#).
- 21.2 StockX may sometimes furnish an alphanumeric code that can be used for promotions or discounts for purchases on our sites. These promotional or discount codes may be sent via email to our registered users, presented on our Sites or circulated at events and through other means and, are subject to applicable promotional or discount terms.

## 22. Warranty

We shall be liable for material defects or defects of title of delivered items in accordance with the applicable statutory provisions, in particular §§ 434 et seq. BGB. The limitation period for statutory claims for defects is two years and begins with the delivery of the items.

## 23. Retention of Title

The delivered items shall remain our property until full payment of all claims arising from this contract.

## 24. Set-off; right of retention

You are only entitled to offset against our claims if your claims have been legally established, if we have acknowledged them or if your claims are undisputed. You are also entitled to offset against our claims if you assert notices of defects or counterclaims from the same purchase contract. As a buyer, you may only exercise a right of retention if your counterclaim is based on the same purchase contract.

## 25. Counterfeits, Fraud, and Market Manipulation.

If a buyer receives an item that it believes to be counterfeit, the buyer must notify StockX in writing within 3 days after receiving the item, and we will commence an investigation into the item. The buyer shall cooperate with us in the investigation and final disposition of the item, including providing photographs and other evidence of the item, providing the item to law enforcement, destroying the item, or delivering the item back to us, at our direction. If we elect to have the buyer destroy the item, the buyer shall provide reasonable proof of destruction to us. We will refund all fees and costs paid by the buyer for the item (including shipping and handling). In no event may a buyer resell any item (on StockX or elsewhere) that is reasonably believed to be counterfeit.

## Chapter 5: Provisions Applicable to seller and buyer

The terms and conditions in this Chapter 5 apply for sellers and buyers likewise.

## 26. Shipment

If a buyer or seller refuses to accept delivery of a package sent to his/her address on file, StockX will consider the property abandoned after thirty (30) days and may charge the buyer or seller StockX's reasonable expenses incurred due to such refusal to accept delivery.

## 27. Tax

In accordance with the Privacy Policy and only to the extent necessary to complete a transaction, you agree to provide StockX with all relevant tax information which StockX may provide to any tax authority in connection with payments you receive from us and where applicable further authorize StockX to release that information to such tax authority or other competent governmental body. Your account may be suspended for failure to provide StockX with all relevant tax information to support filings to the appropriate tax authority.

## 28. Intellectual Property.

- 28.1 You acknowledge and agree that (i) our patents, copyrights, trademarks, service marks, trade secrets and other intellectual property (collectively, "Intellectual Property") are our sole property, and (ii) nothing in these Terms shall confer in you any right of ownership or license rights in our Intellectual Property. In addition, you shall not now or in the future contest the validity of our Intellectual Property. Without limiting the previous sentence, the Services, including without

limitation all text, graphics, logos, buttons, icons, images, audio clips, and computer programs, are the property of StockX or its licensors or suppliers, and are protected by U.S. and international intellectual property laws (including copyright and trademark laws). The compilation (meaning the collection, arrangement, and assembly) of all content associated with the Services is the exclusive property of StockX and protected by U.S. and international intellectual property (including copyright) law. Any unauthorized reproduction, modification, distribution, transmission, republication, display, or performance of the software or the content through our Services is strictly prohibited.

- 28.2 StockX grants you a personal, non-exclusive, non-transferable, revocable, limited license to use the Sites and the Services solely for your personal or internal use and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the Sites, the Services, or any other content available via the Sites or the Services. All rights not expressly granted to you in these Terms are reserved and retained by StockX.

## 29. User Content.

- 29.1 If you provide us with any text, graphics, photos or other materials or content ("User Content"), you grant us a non-exclusive, perpetual, transferable, irrevocable, assignable, royalty-free, fully paid up, sub-licensable (through multiple tiers) right and license to use, reproduce, distribute (through multiple tiers), create derivative works from, publicly perform, display, store, digitally perform, make or deliver digital audio transmissions, encode, transcode, publish (online, through the Services, on any other website(s), as well as through mobile channels; and offline, in print, radio, television or elsewhere), make, have made, sell, offer for sale, import and commercialize User Content, or any portion thereof, in any manner and context, in any way, in any and all media now known or hereinafter developed and on any device(s), whether or not portable, wired, or wireless, without limitation, throughout the universe. You further agree to waive your right to be identified as the author of User Content and your right to object to derogatory use or treatment of such User Content. The rights you grant above are irrevocable during the entire period of the protection of your intellectual property rights associated with such User Content.
- 29.2 You agree that StockX (i) is not under any obligation, whether of confidentiality, attribution or otherwise, and will not be liable for any use or disclosure of any User Content; (ii) is under no obligation to post, display or otherwise use any User Content; (iii) has no obligation whatsoever to provide you any compensation for the use or display of your User Content or otherwise from the exercise of the rights granted under this Section, even if StockX receives compensation therefrom; (iv) has the right (but not the obligation) to monitor the User Content that you or third parties post, and to alter or remove any such User Content; and (v) has the right to disclose User Content and the circumstances surrounding its transmission to any third party in order to operate the Services, to protect ourselves and third parties, and to comply with legal obligations or governmental requests.
- 29.3 You are prohibited from posting any libelous, obscene, defamatory, pornographic, or other materials that would violate any laws. You shall be solely responsible for your own User Content and the consequences of posting or publishing it.
- 29.4 You represent and warrant that any information you provide to us, to other users, or to visitors, including but not limited to User Content, (a) is not false, inaccurate, misleading, obscene or defamatory; (b) is not fraudulent; (c) doesn't involve the sale of counterfeit or stolen items; (d) doesn't infringe any third party's copyright, patent, trademark, trade secret, rights of publicity or privacy, or other right; (e) is yours or you have the necessary licenses, rights, consents, and permissions to such information and to grant the rights and licenses to StockX under all patent, trademark, trade secret, copyright or other proprietary or intellectual property rights in and to any and all such information in the manner contemplated in these Terms; (f) doesn't violate any law, statute, ordinance or regulation, including without limitation those governing consumer protection, unfair competition, anti-discrimination or false advertising; and, (g) doesn't contain any viruses or any programming that is intended to damage, interfere with, intercept or expropriate any system, data or personal information; and (h) is not intended to circumvent or violate the letter and spirit of these Terms and the lawful functioning of StockX's marketplace.

- 29.5 You further represent and warrant that you have the written consent, release, and/or permission of each and every person identified in any information you provide, including but not limited to User Content, to use the name or likeness of such person or, if such persons are minors, the written consent, release, and/or permission of such minor's parent or legal guardian.
- 29.6 By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to StockX, you acknowledge and agree that: (a) your Contributions don't contain confidential or proprietary information; (b) StockX isn't under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) StockX shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media now known or later developed and throughout the universe; (d) StockX may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of StockX without any obligation of StockX to you; and (f) StockX is free to use any ideas, concepts, or techniques that you send StockX for any purpose, including but not limited to, developing and marketing products that incorporate such ideas, concepts or techniques; and (g) you aren't entitled to any compensation or reimbursement of any kind from StockX under any circumstances.

### 30. Indemnity.

You shall indemnify, defend and hold StockX and our affiliates and their respective officers, directors, agents and employees harmless from and against all claims, demands, suits or other proceedings, and resulting loss, damage, liability, costs, interest and expenses (including reasonable attorneys' fees) brought by any third party or governmental claim or demand that involves, relates to or concerns (a) your listing or sale of any counterfeit, stolen, or illegal merchandise or goods, (b) your breach of any provision of the Terms, (c) your improper use of the Services, (d) your violation of any law or the rights of a third party, or (e) federal, state, county, city, or other tax obligation or amounts due or owing under any tax regulation, law, order or decree. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms.

### 31. Disclaimer of Warranties; Limitations of Liability.

We shall be liable for damages exclusively according to this clause 32. Our liability is unlimited for damages arising out of death, injury to body or health based on a breach conducted by a legal representative or designated agent of us, as well as for damages that arouse from the lack of a guaranteed characteristic or in case of fraudulent intent. Our liability is unlimited for damages caused by us, as a legal representative, or designated agent by intent or gross negligence. In case of a slight negligent breach of a contractual core duty we shall only be liable to the amount of the typically foreseeable damage. Contractual core duties abstractly are such duties whose accomplishment enables proper fulfilment of the contract in the first place and whose fulfilment a contractual party regularly may rely on. Liability pursuant to the German Product Liability Act remains unaffected. The limitation period for claims for damages shall be one (1) year, except in cases where the statutory statute of limitations shall apply.

### 32. Disputes with StockX.

- 32.1 You and StockX agree that any claim or dispute at law or equity that has arisen or may arise between us relating in any way to or arising out of the Terms or your use of, or access to, the Services, will be dealt with by the court of your place of residence.
- 32.2 You may also apply for an out-of-court mechanism to solve any lawsuit relating to the Terms with the competent bodies. For example, the European Online Dispute Resolution platform <http://ec.europa.eu/consumers/odr/> provides information about alternative dispute resolution in the European Union which may be of interest, but you are free to choose an alternative out-of-court mechanism.
- 32.3 If you are a seller and you wish to raise a complaint in connection with these Terms and/or the Services then you can contact Customer Services on the details provided on this [FAQ](#) page, as may be updated from time to time. Your complaint will then be escalated to the relevant StockX



team to consider. We will try our best to provide you with an initial response within 48 hours and, in any event, within a reasonable time frame (taking into account the importance and complexity of the complaint). We will attempt to resolve the complaint within 30 days of receipt.

- 32.4 A seller may request that a complaint is treated and recorded as a regulatory complaint and considered by us in accordance with Regulation (EU) 2019/1150 (the "Platform to Business Regulation") by notifying us in writing of such request (as part of their complaint notice) to Customer Services, provided that the complaint is in relation to the one or more of the following issues:

- (g) alleged non-compliance by StockX with any of its obligations laid down in the Platform to Business Regulation;
- (h) technological issues which relate directly to the provision of the Services; and/or
- (i) measures taken by, or the behaviour of, StockX which relate directly to the provision of the Services.

- 32.1 In addition to utilising the complaints procedure described above, if you are a seller, the dispute may be referred by either you or us at any time to the Centre for Effective Dispute Resolution ("CEDR") for mediation. Unless otherwise agreed between you and us within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. You may not refer a dispute to mediation if there has been a previous mediation process on the same subject matter in respect of which a mediator held you did not act in good faith, or where you have made repeated unsuccessful mediation attempts.

- 32.2 Nothing in this section will prevent any sellers or us from commencing or continuing any legal proceedings at any time in relation to any dispute or complaint.

### 33. Hyperwallet Accounts.

In order to use the bank transfer functionality of the StockX application, you must activate an account provided by Hyperwallet Systems Inc. ("Hyperwallet") and you must accept the Hyperwallet Terms of Service <https://www.hyperwallet.com/agreements-terms/> and Privacy Policy <https://www.hyperwallet.com/privacy-policy/>. Any funds held in the Hyperwallet account are held by Hyperwallet's financial institution partners as set out in the Hyperwallet Terms of Service. You authorize StockX to share your identity and account data with Hyperwallet for the purposes of opening and supporting your Hyperwallet account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Hyperwallet account through your StockX account. Hyperwallet account notifications will be sent by Hyperwallet. StockX will provide customer support for your Hyperwallet account activity, and can be reached at <https://help.stockx.com>.

### 34. Electronic Communications.

When you use the Services, or send e-mails, text messages, and other communications from your computer or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication.

### 35. Typographical Errors.

The Sites and the Services could include technical inaccuracies or typographical errors. StockX shall have no liability in connection with any such inaccuracies or errors, nor shall StockX have any obligation to identify and/or correct any such inaccuracies or errors.

### 36. Links to Other Websites.

For your convenience, certain hyperlinks may be provided on the Sites and Services that link to other

websites or social media platforms which are not under the control of StockX (the "Linked Websites"). StockX does not endorse or sponsor any Linked Websites and is not responsible for the availability, accuracy, content, or any other aspect of the Linked Websites. StockX disclaims all liability for such Linked Websites, for all access to and use thereof, and for use of the links to such Linked Websites. We also disclaim all liability, and make no representations or warranties, with respect to any products or services made available, sold, or provided to you by any third party. Your use of Linked Websites and any purchases of products or services from such Linked Websites are subject to the terms and conditions of such other websites. You agree that you will bring no suit or claim against StockX arising from or based upon any such use of any Linked Websites. Hyperlinks to such Linked Websites on the Sites and Services do not imply that: (a) StockX is affiliated or associated with any Linked Website; (b) StockX is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in connection with or accessible through such links; or (c) any Linked Site is authorized to use any trademark, trade name, logo, or copyright symbol of StockX.

### 37. Your Personal Information

Use of your personal information submitted to or via the Site is governed by our Privacy Policy. We will only use your personal information in accordance with our Privacy Policy. Please take the time to read this carefully, as it indicates important information about how we collect and use personal information.

### 38. Disclaimer of Third Party Information.

To the extent that any information, material, or functionality on the Services is provided by third party content providers ("Third Party Materials"), StockX has no editorial control or responsibility over such Third Party Materials. Therefore, any opinions, statements, products, services or other Third Party Materials are those of the applicable third party. StockX does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party, or represent or warrant that your use of any Third Party Materials will not infringe rights of third parties not owned by or affiliated with Company.

### 39. General.

These Terms and all terms and policies posted through our Services (as each may be revised and amended from time to time according to their respective terms) constitute the entire agreement between you and StockX relating to your use of our Services, and supersede all prior understandings and agreements parties. You consent to receive notice by email to the address provided at registration. If any provision of the Terms is held to be invalid, void, or unenforceable under any circumstances, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions of the Terms. Any waiver of any provisions contained in these Terms by StockX shall not be deemed to be a waiver of any other right, term, or provision of these Terms. Any rights not expressly granted herein are reserved. StockX may assign or transfer our rights and obligations under these Terms at any time. You may not assign or transfer your rights or obligations under these Terms, or any of your rights or obligations, without the prior written consent of StockX, which we can refuse in our sole discretion. No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these Terms, your use of the Services, or the provision of our Services. You may not enter into any contract on our behalf or bind us in any way. These Terms are for your benefit only, not for the benefit of any third party except for StockX's permitted successors and assigns. These Terms shall be governed by the laws of the country of your residence, without prejudice to any mandatory conflicts of laws provisions. Any dispute between you and us regarding these Terms or the Site will be dealt with by the courts of your place of residence. By using the StockX website or acting as a buyer or seller you expressly agree to the governing law and venue provision of these Terms, irrespective of the state or country in which you reside. The parties each hereby disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods.

### 40. Mobile Applications and In-App Purchases

- 40.1 You acknowledge and agree that the availability of our mobile application is dependent on the third party stores from which you download the application, e.g., the App Store from Apple or the

Android app market from Google (each an "App Store"). Each App Store may have its own terms and conditions to which you must agree before downloading mobile applications from such store, including the specific terms relating to Apple App Store set forth below. You agree to comply with, and your license to use our application is conditioned upon your compliance with, such App Store terms and conditions. To the extent such other terms and conditions from such App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms of Use, the more restrictive or conflicting terms and conditions in these Terms of Use apply.

- 40.2 Through our mobile applications, you may purchase ("In-App Purchase") certain goods or features designed to enhance the performance of the Services. When you make an In-App Purchase, you are doing so through either the Apple iTunes service or the Google Play service and you are agreeing to their respective Terms and Conditions, available at <http://www.apple.com/legal/internet-services/itunes/us/terms.html> and [http://play.google.com/intl/en\\_us/about/play-terms.html](http://play.google.com/intl/en_us/about/play-terms.html)). StockX is not a party to any In-App Purchase.

#### 41. Apple App Store

These Terms apply to your use of all the Services, including our iOS applications (the "Application") available via the Apple, Inc. ("Apple") App Store, but the following additional terms also apply to the Application:

- (w) Both you and StockX acknowledge that the Terms are concluded between you and StockX only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- (x) The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- (y) You will only use the Application in connection with an Apple device that you own or control;
- (z) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- (aa) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- (ab) You acknowledge and agree that StockX, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- (ac) You acknowledge and agree that, in the event of any third-party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, StockX, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- (ad) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- (ae) Both you and StockX acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and
- (af) Both you and StockX acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.
- (ag) In the event you use the Application to provide you with real-time route guidance, YOUR USE OF THIS REAL-TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.



**42. Ranking information**

Buyers can find, bid on and purchase sellers' products from StockX on the Sites by browsing through products by product category (for example, sneakers, streetwear and collectibles), and by entering a specific query in the search box available. The main factors StockX considers when presenting results on the Sites' main web-pages and product category pages are popular brands (based on views for those brands), popular products (based on views for those products), new lowest asks (the products with the most recently listed lowest asks) and new highest bids (the products with the most recently listed highest bids). The main factor StockX considers when presenting results on the Sites' individual brand pages and in response to specific search queries is popular products (based on views for those products). If a customer is logged in to their account, there will also be a section presented to the customer with recommended products based on that customers' clicks on the Sites.

**43. Access to data**

- 43.1 StockX will have access to buyers' and sellers' personal data which it shall use in accordance with StockX's [Privacy Policy](#), as updated from time to time. StockX will also have access to non-personal data provided by buyers and sellers for the use of the Services or which is generated through the provision of those Services. This includes, for example, information on sellers' products to be displayed for purchase on the Sites, information provided by buyers and sellers when creating an account and information on all product purchases on the Sites. StockX shares information it has access to with third party service providers in order to provide the Services and improve customer experience. StockX will also retain such information after a seller deactivates or terminates their account, in accordance with applicable law.
- 43.2 Sellers will have access to certain data through their online profile. This includes, for example, detail on their own sales history, including previous asks and bids. Sellers can request access to data about them after deactivating or terminating their account which StockX may be able to provide, provided that the data is still available, and it is permitted to do so under applicable law. Sellers will not have access to any personal data provided by buyers. Sellers will also have access to certain data that is publicly made available on the Sites. This includes, for example, ask and bid prices, product descriptions and the relative popularity of products sold on the Sites.

## StockX. Access the Now.

Air Jordan

Air Jordan 1

Jordan Golf Shoes

Womens Jordans

Air Jordan 11

Air Jordan 4

Jordan 1 Mid

**Yeezy**

Yeezy Boost 350

Yeezy Boost 350 V2

Yeezy Boost 700

Yeezy Boots

Yeezy Slides

Yeezy Foam RNNR

**Recent Updates**

Best Sneakers Releasing

Best Vans for Summer

Checkered Vans

Xbox Series X

PS5

Kanye West Hoodies

**Popular Releases**

Jordan 1 Heritage

Crocs Salehe Bembury

Nike Air Max 1 Travis Scott

Nike Air Trainer 1 Travis Scott

Jordan 2 Union LA

Nike Air Force 1 Low White

**Apparel**

Chrome Hearts

Essentials

Gallery Dept

Vione

AMIRI Jeans

Off-White Hoodies

**Supreme**

Supreme Box Logo

T-Shirts

Accessories

Supreme The North Face

Bottoms

Hoodies

United States | English | \$ USD

Find Us on Social

Download Our App

Use Assistive Technology

Proudly Built in Detroit

[HELP](#) [HOW IT WORKS](#) [PRIVACY](#) [TERMS](#) [JOBS](#) [CONTACT](#) [PRODUCT SUGGESTION](#) [PRESS](#) [COOKIE SETTINGS](#)

[EN](#) [EN-GB](#) [IT](#) [DE](#) [FR](#) [FR-CA](#) [ZH-CN](#) [ZH-TW](#) [JA](#) [KO](#) [ES-MX](#) [ES-US](#) [ES-ES](#)

©2022 StockX. All Rights Reserved.